NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, OCTOBER 7, 2019

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, October 7, 2019 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Bill Haygood – Tomball United Methodist Church

3.0 Pledges to U.S. and Texas Flags

4.0 Public Comments and Receipt of Petitions *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.]*

5.0 Reports and Announcements

- October 12, 2019 – **"Zomball in Tomball"**
- October 19, 2019 **– Freight Train Food Truck Festival at the Depot**

- October 26, 2019 – **9th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- November 9, 2019 – **"Depot Day" –**10:00 a.m.-5:00 p.m., a **National Model Railroad Month Celebration at the Depot - Tomball**
- November 16, 2019 –**Tomball Holiday Parade**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
  - Mike Baxter – Report on the success of **GroovFest'19 at the Depot**
  - Billy Tidwell – Report on the success of **National Night Out**

6.0 Approve the Minutes of the following meetings:

- September 16, 2019 Regular Tomball City Council Meeting
- September 23, 2019 Special Joint Tomball City Council and Tomball Economic Development Corporation Meeting
- September 30, 2019 Special Tomball City Council Meeting

7.0 Old Business:

7.1 Adopt, on Second Reading, Ordinance No. 2019-20, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits and Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause *(Being 9.493 Acres of Land Situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and Being a Part of That Certain Tract of Land Described in the Deed to Merenco Realty, Inc. Recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is Part of that Certain 606.1394 Acre Tract of Land Described in the Deed to Merenco Realty, Inc. [an Undivided One-Half Interest) Recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T. - Merenco Tract]*

7.2 Adopt, on Second Reading, Ordinance No. 2019-21, an Ordinance of the City of Tomball, Texas, Setting the Total Tax Rate of $0.341455/$100 of taxable value for the Year 2019 on all Real and Personal Property located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject

7.3 Adopt, on Second Reading, Ordinance No. 2019-22, an Ordinance of the City of Tomball, Texas Adopting the Tomball Comprehensive Plan, as an Update to the First Comprehensive Plan – Vision 2030, Providing an Overview of Existing Conditions, Demographics and Socioeconomic Characteristics; Analyzing Community Input; Providing Maps Describing Proposed Future Land Uses; Establishing Goals, Recommendations, Implementation Strategies; and Providing for Severability

8.0 New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the*

Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]

8.1 Approve Resale Deed for Property acquired by Foreclosure Tax Sale in Cause No. 1998-28226, styled *City of Tomball, et al vs. Morris, Anna,* said Property being described as: Lot No. 23, Block No. 103, Tomball, Located in Harris County Texas and Being More Particularly Described in Volume 359, Page 318 of the Deed Records of Harris County, Texas, HCAD Acct No. 035-281-004-0023, to Robert and Jill Carr, in the Amount of $2,000.00; Located at 0 Moore Street, Tomball

8.2 Approve Resale Deed for Property acquired by Foreclosure Tax Sale in Cause No. 1998-28227, styled *City of Tomball, et al vs. Johnson, T. H.,* said Property being described as: Lot No. 33, Block No. 103, Tomball, Located in Harris County Texas and Being More Particularly Described in Volume 1008, Page 47 of the Deed Records of Harris County, Texas, HCAD Acct No. 035-281-004-0033, to Robert and Jill Carr, in the Amount of $2,000.00; Located at 0 Moore Street, Tomball

8.3 Approve Amended Development Agreement between the City of Tomball and Tomball Timber Trails, LLC, Amending the Original Development Agreement Approved by Council on November 5, 2018, to Include Paving as a Reimbursable Cost (TPID 8 - Timber Trails Subdivision)

8.4 Approve Amended Development Agreement between the City of Tomball and Brown Road, LLC, Amending the Original Development Agreement Approved by Council on May 14, 2019, to Include Paving as a Reimbursable Cost (TPID 9 - Tomball Heights Subdivision)

8.5 Approve Resolution No. 2019-35, a Resolution of the City Council of the City of Tomball, Texas, Stating that the City of Tomball Has No Objections to the Application by HVM BP Tomball Cong., LLC for the Rehabilitation of the Elderly Designated Multi-Family Housing Development Known as The Village Apartments

9.0 New Business:

9.1 Presentation and Discussion Regarding the Adoption of Updated Impact Fees for Water and Wastewater, in Accordance with Chapter 395, Texas Local Government Code; Making Other Findings and Providing Details Related Thereto.

- Conduct Public Hearing on Amendment of Land Use Assumptions, Capital Improvements Plan and Impact Fees.
- Adopt, on First Reading, Ordinance No. 2019-24 an Ordinance of the City of Tomball, Texas, Adopting Impact Fees for Water and Wastewater Facilities; Defining Certain Terms; Providing for the Assessment and Collection of Such Impact Fees; Containing Other Provisions Relating to the Subject; and Providing for Severability.

9.2 Conduct Public Hearing to Consider Proposed Assessments against Grand Junction Section One Properties in the City of Tomball Public Improvement District Number Seven, Established by City Council Resolution No. 2018-08 (TPID 7 – Grand Junction Subdivision)

Adopt on First Reading Ordinance No. 2019-25 an Ordinance of the City

9.3 Adopt, on First Reading, Ordinance No. 2019-25, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Seven (TPID 7 - Grand Junction Subdivision)

9.4 Adopt, on First Reading, Ordinance No. 2019-26, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Seven (TPID 7 - Grand Junction Subdivision); and Making Certain Findings Related

9.5 Adopt, on First Reading, Ordinance No. 2019-23, an Ordinance Amending the Code of Ordinances of the City Council of the City of Tomball, Texas, by Repealing Chapter 36 – Solid Waste, in Its Entirety and Adopting a New Chapter 36 – Solid Waste; Providing for Severability; and Making Other Provisions and Findings Related Thereto

9.6 Approve Resolution No. 2019-28, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Date, Time, and Place for Public Hearing at which All Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notice of Such Public Hearing; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed *(Being a 0.8684-acre (37,827 square feet) tract of land out of and part of TOMBALL OUTLOT 477, according to the map or plat thereof recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, said 0.8684 acre tract being all of that certain 1.00 acre tract described in deed recorded under Harris County Clerk's File No. 20100242691, save and except a 0.1423 acre tract called Parcel 10 for the widening of Huffsmith-Kohrville Road right-of-way)* [22526 Hufsmith-Kohrville]

9.7 Approve Resolution No. 2019-39, a Resolution of the City of Tomball, Texas, Amending the Municipal Court Fees and the Garbage and Trash Collection/Disposal Service Rates in the Master Fee Schedule for Fiscal Year 2019-2020

9.8 Approve Resolution No. 2019-40, a Resolution of the City Council of the City of Tomball, Texas Approving a Development Agreement Relating to the Raburn Reserve Public Improvement District Project (TPID 10).

9.9 Approve Resolution No. 2019-41, a Resolution of the City Council of the City of Tomball, Texas, Authorizing and Creating the Raburn Reserve Public Improvement District in the City of Tomball, Harris County, Texas, in Accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters; and Providing an Effective Date (TPID 10)

9.10 Approve Resolution No. 2019-42, a Resolution of the City Council of the City of Tomball, Texas, Calling for a Public Hearing on the Addition of Land to the Raburn Reserve Public Improvement District Located within the City of Tomball (TPID 10)

9.11 Approve Contract with Oller Engineering, Inc. for Engineering Design and Inspection for Rehabilitation of the North Sanitary Sewer Basin for a Total of $110,275.00

9.12 Approve Interlocal Agreement with Harris County for the Operation and

Maintenance of Broussard Community Park and Authorize City Manager to Execute the Agreement

10.0 Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 2nd day of October 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours proceeding the scheduled time of said meeting.

Doris Speer

_____

Doris Speer
City Secretary, TRMC

This facility is wheelchair accessible and accessible parking spaces are available Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

- Led by Pastor Bill Haygood – Tomball United Methodist Church

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda:

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

- October 12, 2019 – **"Zomball in Tomball"**
- October 19, 2019 **– Freight Train Food Truck Festival at the Depot**
- October 26, 2019 – **9th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- November 9, 2019 – **"Depot Day" –**10:00 a.m.-5:00 p.m., a **National Model Railroad Month Celebration at the Depot - Tomball**
- November 16, 2019 –**Tomball Holiday Parade**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
    - Mike Baxter – Report on the success of **GroovFest'19 at the Depot**
    - Billy Tidwell – Report on the success of **National Night Out**

Background:

Origination:
Various

Recommendation:
N/A

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Approve the Minutes of the following meetings:

- September 16, 2019 Regular Tomball City Council Meeting
- September 23, 2019 Special Joint Tomball City Council and Tomball Economic Development Corporation Meeting
- September 30, 2019 Special Tomball City Council Meeting

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda:

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Draft Minutes - September 16, 2019 Regular Tomball City Council Meeting
Draft Minutes - September 23, 2019 Special Joint Tomball City Council and Tomball Economic Development Corporation Meeting
Draft Minutes - September 30, 2019 Special Tomball City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, SEPTEMBER 16, 2019
6:00 P.M.

1.0 Meeting was called to order at by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Klein Quinn
Councilman Townsend

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Director of Public Works – Beth Jones
Police Chief – Billy Tidwell
Finance Director – Glenn Windsor
Director of Community Development – Craig Meyers
City Planner – Amelia Lindley
Fire Marshal – Joe Sykora
Assistant City Secretary – Tracy Garcia
Community Events Coordinator – Denise Fiore
Community Center Manager – Rosalie Dillon
Police Captain – Ricky Doerre

2.0 The invocation was led by Associate Pastor Marco Barnes – New Hope Baptist Church

3.0 Pledges to U. S. and Texas flags were led by Joe Sykora.

4.0 The following public comments were received:

Tim Hertel 11 Desert Rose Place, 77382	-	Requested consideration by the City to allow DFlex Power to construct a dedicated gas pipeline for their power plant, at no expense to the City.

Bruce Hillegeist President, GTACC	-	Expressed his support for Item 7.6, the GTACC 54th Annual Tomball Holiday Parade and his appreciation of the City's support.

5.0 Reports and Announcements:

- September 28, 2019 **– GroovFest '19 at the Depot**
- October 5, 2019 **– 7th "Annual Paces for Pink" 5K Run** – 7:00 a.m.-11:00 a.m.
- October 12, 2019 **– "Zomball in Tomball"**
- October 19, 2019 **– Freight Train Food Truck Festival at the Depot**
- October 26, 2019 **– 9th Annual Tomball Bluegrass Festival – 12:00 Noon-6:00 p.m.**
- Reports by City staff and members of council about items of community interest on which no action will be taken:

6.0 Motion was made by Councilman Stoll, second by Councilman Ford, to approve the Minutes of the September 3, 2019 Regular Tomball City Council Meeting

Motion carried unanimously.

7.0 New Business:

7.1 Randall Scott Architects presented an update regarding the Comprehensive Facility Needs Assessment and Facility Master Planning for the City.

No action necessary.

7.2 Mayor Fagan announced that voting on the 2019 Tax Rate will be held at a Special City Council Meeting on September 30, 2019 at 5:30 p.m. and at the Regular City Council Meeting on October 7, 2019 at 6:00 p.m.

No action necessary.

7.3 Consideration and Possible Approval of the City of Tomball Comprehensive Plan

- Conduct Public Hearing on the City of Tomball Comprehensive Plan Update

Mayor Fagan opened the Public Hearing Regarding at 6:47 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:47 p.m.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2019-22 by caption only on First Reading.

  Motion carried unanimously.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2019-22, an Ordinance of the City of Tomball, Texas Adopting the Tomball Comprehensive Plan, as an Update to the First Comprehensive Plan – Vision 2030, Providing an Overview of Existing Conditions, Demographics and Socioeconomic Characteristics; Analyzing Community Input; Providing Maps Describing Proposed Future Land Uses; Establishing Goals, Recommendations, Implementation Strategies; and Providing for Severability, with recommendations from staff and Council. Vote was as follows:

Councilman Ford	Aye
Councilman Stoll	Aye
Councilman Degges	Aye
Councilman Townsend	Aye
Councilman Klein Quinn	Aye

  Motion carried unanimously.

7.4 Conduct Public Hearing to Consider the Annexation of the Following Tract of Land: *Being 9.493 Acres of Land Situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and Being a Part of That Certain Tract of Land Described in the Deed to Merenco Realty, Inc. Recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is Part of that Certain 606.1394 Acre Tract of Land Described in the Deed to Merenco Realty, Inc. [an Undivided One-Half Interest) Recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T. - Merenco Tract]*

Mayor Fagan opened the Public Hearing Regarding at 7:39 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 7:39 p.m.

7.5 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to read Ordinance No. 2019-20 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adopt, on First Reading, Ordinance No. 2019-20, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits and Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause *(Being 9.493 Acres of Land Situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and Being a Part of That Certain Tract of Land Described in the Deed to Merenco Realty, Inc. Recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is Part of that Certain 606.1394 Acre Tract of Land Described in the Deed to Merenco Realty, Inc. [an Undivided One-Half Interest) Recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T. - Merenco Tract]*. Vote was as follows:

Councilman Ford	Aye
Councilman Stoll	Aye
Councilman Degges	Aye
Councilman Townsend	Aye
Councilman Klein Quinn	Aye

Motion carried unanimously.

7.6 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve Resolution No. 2019-36, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 54th Annual Tomball Holiday Parade, to be Held in Tomball on Saturday, November 23, 2019, and Requesting Street Closures and In-Kind Services.

Motion carried unanimously.

7.7 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve Resolution No. 2019-38, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 12th Annual Homecoming Parade & Community Rally, to be Held at the Tomball Depot, Sponsored by the Tomball Independent School District and the Tomball High School Student Council on Wednesday, October 2, 2019.

Motion carried unanimously.

7.8 Motion was made by Councilman Ford, second by Councilman Klein Quinn, to approve Resolution No. 2019-37, a Resolution of the City Council of the City of Tomball, Texas, for the Designation of Its Representative and Alternate for the Houston-Galveston Area Council 2020 General Assembly, and Designating

Councilman Townsend as the City's Representative and Councilman Stoll as the City's Alternate Representative.

Motion carried unanimously.

7.9 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve Resolution No. 2019-31, a Resolution of the City of Tomball, Texas, Amending the Master Fee Schedule for Fiscal Year 2019-2020.

Motion carried unanimously.

7.10 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve Fixed Pricing for Natural Gas Acquisitions for the City's North Gate Natural Gas Purchases from EDF Trading for a Fixed Price of $3.22/MMBtu from September 2019 thru August 2020.

Motion carried unanimously.

7.11 Executive Session: The City Council recessed at 8:02 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

Upon reconvening into session at 8:27 p.m., the following item was considered:

7.12 Motion was made by Councilman Townsend, second by Councilman Ford, to approve the Amendments to and Extension of the Employment Contract for Robert Hauck, City Manager, with a 3 percent increase.

Motion carried unanimously.

8.0 Motion was made by Councilman Stoll, second by Councilman Klein Quinn, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 7th day of October 2019.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

MINUTES OF THE SPECIAL JOINT MEETING OF THE TOMBALL CITY COUNCIL AND THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION CITY OF TOMBALL, TEXAS

MONDAY, SEPTEMBER 23, 2019

6:00 P.M.

1.0 Mayor Fagan called the Tomball City Council meeting to Order. Other members present:

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Klein Quinn
Councilman Townsend

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Finance Director – Glenn Windsor
Assistant City Secretary – Tracy Garcia
Police Warrant Officer/Bailiff – Ron McGullion

President Fagan called the Tomball Economic Development Corporation meeting to Order. Other members present:

Director Bruce
Director Benson
Director Vaughan
Executive Director-TEDC – Kelly Violette
Asst. Director-TEDC – Tiffani Wooten
Admin. Asst.-TEDC – Tori Gleason

2.0 No public comments were received.

3.0 New Business:

3.1 The Tomball City Council and the Tomball Economic Development Corporation entered into a Workshop Session regarding the Tomball Economic Development Corporation Budget for Fiscal Year 2019-2020.

3.2 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve the Tomball Economic Development Corporation Budget for Fiscal Year 2019-2020.

Motion carried unanimously.

4.0 President Fagan adjourned the Tomball Economic Development Corporation meeting.

Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adjourn the Council meeting.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 7th day of October 2019.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

NOTICE OF SPECIAL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, SEPTEMBER 30, 2019
5:30 P.M.

1.0 Meeting was called to order by Mayor Fagan at 5:30pm. Other members present were:

Councilman Ford
Councilman Degges
Councilman Stoll
Councilman Townsend

Members absent:

Councilman Klein Quinn– Excused

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
Assistant City Secretary – Tracylynn Garcia
Fire Chief-Randy Parr
Finance Director-Glen Windsor
Warrant Officer/Bailiff – Ron McGullion

2.0 No public comments were received.

3.0 New Business:

3.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt $0.230000 as the Portion of the Tax Rate to Fund the Interest and Sinking (Debt Service) Fund for Fiscal Year 2019-2020.

Motion carried unanimously.

3.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt $0.111455 as the Portion of the Tax Rate to Fund the Maintenance and Operations (M&O) Fund for Fiscal Year 2019-2020.

Motion carried unanimously.

3.3 Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2019-21 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2019-21 to adopt, on First Reading, Ordinance No. 2019-21, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of $0.341455/$100 Value Assessed for the Year 2019 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject. Vote was as follows:

Councilman Ford	Aye
Councilman Stoll	Aye
Councilman Degges	Aye
Councilman Townsend	Aye
Councilman Klein Quinn	Absent

Motion carried unanimously.

3.4 Mayor Fagan announced that the Date for the Final Vote on the 2019 Tax Rate will be held at the Regular City Council Meeting on October 7, 2019 at 6:00 p.m.

No action necessary.

4.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 7th day of October 2019.

Tracylynn Garcia, TRMC,CMC,CPM
Assistant City Secretary

Gretchen Fagan
Mayor

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

Adopt, on Second Reading, Ordinance No. 2019-20, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits and Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause *(Being 9.493 Acres of Land Situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and Being a Part of That Certain Tract of Land Described in the Deed to Merenco Realty, Inc. Recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is Part of that Certain 606.1394 Acre Tract of Land Described in the Deed to Merenco Realty, Inc. [an Undivided One-Half Interest) Recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T. - Merenco Tract]*

Background:

The required public hearing for this annexation, petitioned by the landowner, has been held and the required notices and publications have been completed.

The second reading of the ordinance will complete the annexation process.

Origination:

Joe Bullard, President, Merenco Realty, Inc.

Recommendation:

Adopt Ordinance No. 2019-20 on Second Reading.

Party(ies) responsible for placing this item on agenda:

City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-20
Plat - Merenco Tract
Annexation and Service Agreement, with Petition to Annex

ORDINANCE NO. 2019-20

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, EXTENDING THE CITY LIMITS OF SAID CITY TO INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF TOMBALL ALL OF THE TERRITORY WITHIN SUCH LIMITS AND BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH LIMITS AND BOUNDARIES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (*BEING 9.493 ACRES OF LAND SITUATED IN THE C. GOODRICH SURVEY, ABSTRACT NO. 305 IN HARRIS COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED TO MERENCO REALTY, INC. RECORDED IN HARRIS COUNTY CLERKS FILE NO. 20130384778, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, (O.P.R.R.P.H.C.T.), WHICH IS PART OF THAT CERTAIN 606.1394 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO MERENCO REALTY, INC. [AN UNDIVIDED ONE-HALF INTEREST) RECORDED IN HARRIS COUNTY CLERKS FILE NO. T693301, O.P.R.R.P.H.C.T. – MERENCO TRACT]*

* * * * * * * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The boundaries and limits of the City of Tomball, Texas, are hereby extended to embrace and include all of the territory described in **Exhibit "A"** attached hereto and made a part hereof and such territory hereby annexed to and made a part of the city.

Section 2. The plan for extension of municipal services into the territory annexed to the City of Tomball by the provisions of this ordinance is set forth in the "Municipal Service Plan" attached hereto as **Exhibit "B"** and made a part hereof for all purposes. Such Municipal Service Plan is hereby approved.

Section 3. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect; and should

this Ordinance for any reason be ineffective as to any part of the territory hereby annexed to the City of Tomball, such ineffectiveness of this Ordinance as to any such part or parts of any such territory shall not affect the effectiveness of this ordinance as to all of the remainder of such territory or area, and the City Council hereby declares it to be its purpose to annex to the City of Tomball every part of the territory described in Section 1 of this ordinance, regardless of whether any other part of such described territory is hereby effectively annexed to the City. Provided, further, that if there is included in the general description of territory set out in Section 1 of this Ordinance to be hereby annexed to the City of Tomball any territory which is already a part of and included within the general limits of the City of Tomball, or which is presently part of and included in the limits or extraterritorial jurisdiction of any other city, town, or village, or which is not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted territory were especially and specifically described herein.

Section 4. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 16TH DAY OF SEPTEMBER 2019.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	AYE
COUNCILMAN TOWNSEND	AYE
COUNCILMAN KLEIN QUINN	AYE

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF OCTOBER 2019. .

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
GRETCHEN FAGAN, Mayor

ATTEST:

_____
DORIS SPEER, City Secretary

Exhibit "A" – Page 1

METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

BEGINNING at a Mag nail in concrete found for the most easterly corner of that certain 75.1117 acre tract (described as Tract 1) in the deed to the County of Harris, recorded in Harris County Clerks File No. 20140471160, O.P.R.R.P.H.C.T., said rod lying on the westerly right-of-way line of State Highway 249 as described in the Judgement on the Special Commissioners' Award recorded in Harris County Clerks File No. 20070057608, O.P.R.R.P.H.C.T;

THENCE, South 26 degrees 16 minutes 12 seconds East, with the westerly right-of-way line of said State Highway 249, 210.50 feet to set 5/8 inch Baseline Corp. plastic capped iron rod on the east line of said 606.1394 acre tract from which a found 5/8 inch iron rod bears North 31 degrees West, 2.67 feet;

THENCE, South 02 degrees 49 minutes 47 seconds East, with the east line of said 606.1394 acre tract, 751.43 feet to a set 5/8 inch Baseline Corp. plastic capped iron rod for the northeasterly corner of that certain 9.26 acre tract described in the deed to Humble Oil & Refining Co. recorded in Volume 1063, Page 557, Deed Records of Harris County, Texas;

THENCE, North 32 degrees 02 minutes 49 seconds West, with a chain link fence and the north line of said 9.26 acre tract, 204.26 feet to a chain link fence post for corner;

THENCE, South 87 degrees 17 minutes 31 seconds West, continuing with a chain link fence and the north line of said 9.26 acre tract, 442.47 feet to a chain link fence post for a southeast corner of that certain 7.7884 acre tract described in the deed to Barron Family Properties, LLC recorded in Harris County Clerks File No. 20140134468, O.P.R.R.P.H.C.T;

THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said 75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

THENCE, North 87 degrees 38 minutes 17 seconds East, with a southerly line of said 75.1117 acre tract, 449.75 feet to the POINT OF BEGINNING and containing 9.493 acres of land.

Exhibit "A" – Page 2

The bearings hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS Adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.9999412773.

This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015

By: BASELINE CORPORATION

Exhibit "A" – Page 3

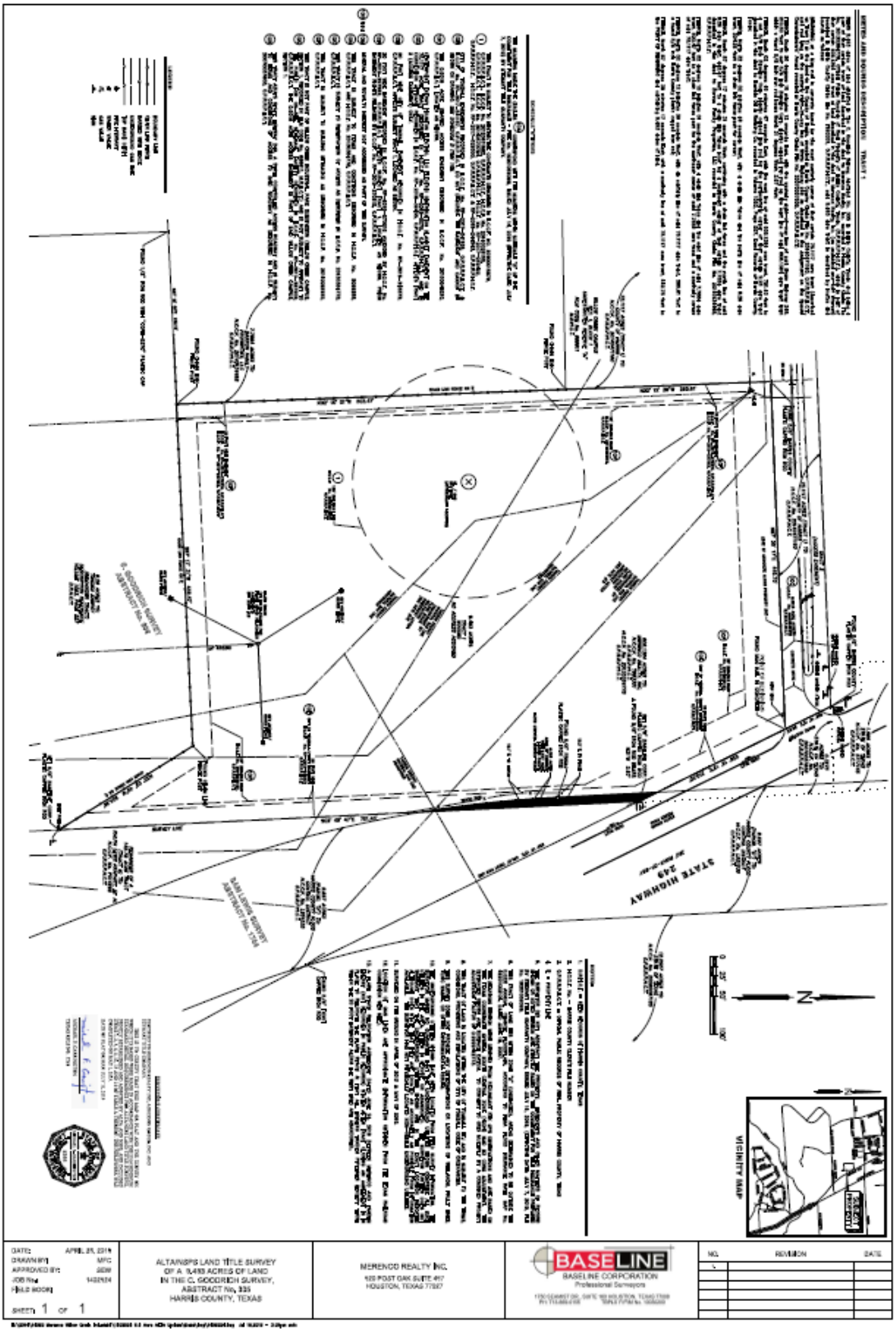


EXHIBIT "B"

CITY OF TOMBALL, TEXAS

MUNICIPAL SERVICE PLAN

I. INTRODUCTION

This Municipal Service Plan (the "Plan") is made by the City of Tomball, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land ("Tract") described by metes and bounds in "Exhibit A," which is attached to this Plan and to the annexation ordinance of which this Plan is a part.

II. EFFECTIVE TERM

This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. INTENT

It is the intent of the City that services under this Plan shall equal the number of services and the level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. SERVICE PROGRAMS

A. In General.

1. This Plan includes the following service programs: A 60-Day Program and a Capital Improvement Program.

2. As used in this Plan, "providing services" shall include having services provided by any method or means by which the City may extend

municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase "standard policies and procedures" shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

B. 60-Day Program. The following services will be provided within the Tract within the period required by State law. State law requires the City to provide the following services within sixty (60) days after the effective date of the annexation: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The 60-Day Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.

2. Fire Protection. The Fire Department of the City currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current level of service.

3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.

4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

7. Operation and Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be

included with other City territory in connection with planning for new, revised, or expanded police facilities.

2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.

3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.

4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.

5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.

7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.

8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the

Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.

9. Other Publicly-Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

V. AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

VI. FORCE MAJEURE

In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VIII. ENTIRE PLAN

This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder the Plan shall remain valid and in full force and effect.

SUMMARY OF EXTENSION POLICY FOR WATER, WASTEWATER, AND GAS SERVICE

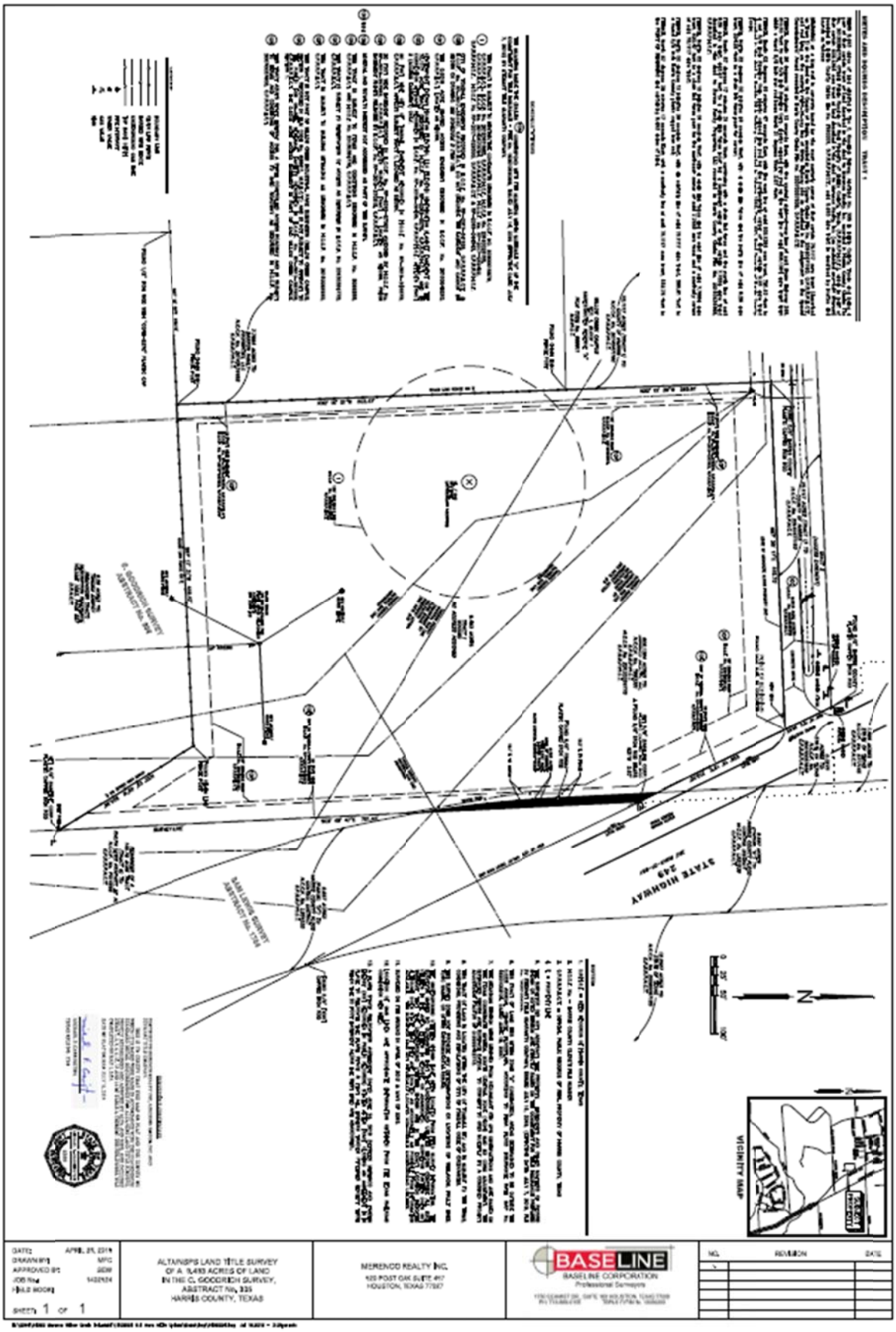
The following information is a summary of the City of Tomball's ("City") policies respecting water, wastewater and gas service extensions. This summary is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provision of the Code of Ordinances of the City of Tomball, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.


STATE HIGHWAY
249
VICINITY MAP
N
ALTA/NSPS LAND TITLE SURVEY
OF A 15.493 ACRES OF LAND
IN THE C. GOODRICH SURVEY,
ABSTRACT No. 335
HARRIS COUNTY, TEXAS
MERENDO REALTY INC.
920 POST OAK SUITE 417
HOUSTON, TEXAS 77057
BASELINE
BASELINE CORPORATION
Professional Surveyors
SHEET 1 OF 1

ANNEXATION AND SERVICE AGREEMENT

This Annexation and Service Agreement ("Agreement") is entered into by and among **MERENCO REALTY, INC.**, a Texas corporation ("Merenco"), Adkisson Group, Inc., a Texas corporation ("Contract Purchaser"), and the **CITY OF TOMBALL, TEXAS**, a home rule municipality and political subdivision of the State of Texas ("City"), as of _____, 2019 (the "Effective Date"). Merenco, Contract Purchaser and the City are sometimes referred to collectively as the "Parties."

RECITALS

Merenco owns that certain tract of land described in Exhibit "A" attached hereto ("Tract") and has entered into an agreement to sell the Tract to the Contract Purchaser, which intends to develop the Tract as light industrial.

The Tract lies within the exclusive extraterritorial jurisdiction of the City and within boundaries of Harris-Montgomery Counties Management District ("HMCMD").

Aqua Texas, Inc. is the current holder of the Certificate of Convenience and Necessity ("CCN") covering the Tract; however, neither Aqua Texas nor HMCMD is able to provide water and sewer service to the Tract.

Merenco desires to remove the Tract from the CCN and annex it into the corporate limits of the City to receive water and sewer services from the City as an in-City customer ("Service").

The City has sufficient capacity to provide Service to the Tract.

The City is willing to annex the Tract and provide Service to the Tract upon the terms and conditions set forth herein.

The Parties desire to enter into this Agreement to set forth the terms and conditions by which the City will annex the Tract into the City's corporate limits and provide Service to the Tract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

ARTICLE I
ANNEXATION

Section 1.1 Annexation. Simultaneously with the execution of this Agreement, Merenco shall execute and provide to the City a Petition for Annexation of the Tract into the City's corporate limits substantially in the form attached hereto as Exhibit "B".

Section 1.2 City Action on Annexation. The City shall approve the Annexation Petition as soon as reasonably possible.

ARTICLE II
CONSTRUCTION AND SERVICE

Section 2.1. Construction of Service Lines. Contract Purchaser, at its sole cost and expense, shall design and construct, or cause to be constructed, the water and sewer facilities as detailed on Exhibit "C" attached hereto ("Facilities"), which shall include acquiring necessary licenses, permits, or amendments thereto; acquiring necessary easements or other interests in real property; preparing plans and specifications; engineering and material-testing; fiscal, legal, administrative, and contingency costs; and all other costs and expenses reasonably necessary to acquire or construct the Facilities from the Tract to the Point of Connection, depicted on Exhibit "D" attached hereto.

Section 2.2 Conveyance and Acceptance of the Facilities. Upon the City's final inspection and approval of the Facilities, Contract Purchaser shall convey to the City, and the City shall accept, the Facilities, free of any liens or encumbrances, for ownership, operation and maintenance. Such conveyance shall be made pursuant to the form attached hereto as Exhibit "E".

Section 2.3 Capacity Commitment and Service to the Tract. The City agrees to provide Service to the Tract in an amount sufficient to serve ____ equivalent single family connections ("Capacity"). After the City annexes the Tract as contemplated in Article I herein, and the Contract Purchaser has constructed and conveyed the Facilities to the City, Contract Purchaser shall be a water and sewer service customer of the City for all purposes, subject to any and all City rates, fees charges, rules and regulations then in effect. Notwithstanding the foregoing, the City's commitment to provide the Capacity shall expire if vertical improvements on the Tract have not commenced by the _____ anniversary of this Agreement.

ARTICLE III
CONSENT TO SERVE

Any provision of Service to the Tract by the City is subject to and contingent upon the release of the Tract from the CCN and execution by HMCMD of the form of consent attached hereto as Exhibit "F".

ARTICLE IV
TERM

This Agreement shall terminate the earlier to occur of five (5) years from the Effective Date or upon the City providing Service to the Tract. Any extension to the term of this Agreement shall be in writing signed by Parties.

ARTICLE V
MISCELLANEOUS

Section 5.1. Approval or Consent. Whenever this Agreement requires or permits approval or consent to be hereafter given either Party, the Parties agree that such approval or consent shall not be unreasonably withheld.

Section 5.2. Force Majeure. In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability of the City to provide water as set forth in this Agreement, or any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

Section 5.3. Regulatory Agencies. This Agreement is subject to all rules, regulations and laws which may be applicable of the United States, the State of Texas, and any regulatory agency having jurisdiction.

Section 5.4. No Additional Waiver Implied. No waiver or waivers of any breach or default by any Party of any term, covenant, condition, or liability hereunder, or the performance thereby of any duty of obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 5.5. Addresses and Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (a) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) delivering the same in person to such party; or (c) sending same by facsimile or electronic mail. Notice given by mail shall be effective three (3) days after deposit in the United States mail and notice delivered in person or sent by facsimile or electronic mail shall be effective upon receipt. For the purpose of notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Merenco, to:

Merenco Realty, Inc.
Joe Bullard, President
11941 Overlook Pass
Austin, TX 77498
Direct: 713-865-0061
E-mail: joebullard2019@gmail.com

If to Contract Purchaser, to:

Adkisson Group, Inc.
Steve Adkisson
1130 Enclave Pkwy
Houston, TX 77077
Direct: 832-954-2904
E-mail: steve@adkissondevelopment.com

If to the City, to:

The City of Tomball
Attention: Robert S. Hauck
City Manager
401 Market Street
Tomball, TX 77375
Phone: 281-290-1302
E-mail: RHauck@tomballtx.gov

Any Party may designate another address for all purposes of this Agreement by giving the other Parties not less than fifteen (15) days advance written notice of such change of address.

Section 5.6. Assignability. This Agreement shall bind and benefit the Parties hereto and their successors but shall not otherwise be assignable, in whole or in part, by the Parties.

Section 5.7. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the Parties.

Section 5.8. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties, their legal successors and assigns, and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing and it is expressly agreed that nothing herein shall be construed to create any duty or obligation on the part of either of the Parties to the customers of the other.

Section 5.9. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any

reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 5.10. Merger. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the Parties relative to the subject matter hereof.

Section 5.11. Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all remedies existing at law or in equity, including specific performance and mandamus, may be availed of by both Parties and shall be cumulative.

The Parties agree that alternative dispute resolution, as provided in Texas Civil Practice and Remedies Code, Chapter 54, as amended, is the preferable and most economical way to settle disputes and is an appropriate means for the parties to an ongoing contract such as this Agreement to resolve their differences. When any controversy, dispute, or claim arises out of or relates to the Agreement or when the breach of any provision of this Agreement is alleged, the Parties agree to pursue alternative dispute resolution in good faith to attempt to resolve these differences before pursuing other legal or equitable remedies. Moreover, the parties agree to pursue voluntary agreement forms of alternative dispute resolution before submitting the dispute to the judicial system or to a non-party or parties for resolution.

Section 5.12. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue shall be in Harris County, Texas.

Section 5.13. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if the Parties signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

[Execution pages follow]

IN WITNESS HEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

MERENCO REALTY, INC., a Texas corporation

By:_____
Joe Bullard, President

[**CONTRACT PURCHASER**]

By:_____
Name:_____
Title:_____

ATTEST:

CITY OF TOMBALL, TEXAS

By:_____
City Secretary

By:_____
City Manager

(SEAL)

Schedule of Exhibits

Exhibit “A” – Description of Tract
Exhibit “B” – Petition for Annexation
Exhibit “C” – Description of Facilities
Exhibit “D” – Diagram of Point of Connection
Exhibit “E” – Form of Conveyance
Exhibit “F” – Form of Consent

Exhibit “A”

METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

BEGINNING at a Mag nail in concrete found for the most easterly corner of that certain 75.1117 acre tract (described as Tract 1) in the deed to the County of Harris, recorded in Harris County Clerks File No. 20140471160, O.P.R.R.P.H.C.T., said rod lying on the westerly right-of-way line of State Highway 249 as described in the Judgement on the Special Commissioners' Award recorded in Harris County Clerks File No. 20070057608, O.P.R.R.P.H.C.T;

THENCE, South 26 degrees 16 minutes 12 seconds East, with the westerly right-of-way line of said State Highway 249, 210.50 feet to set 5/8 inch Baseline Corp. plastic capped iron rod on the east line of said 606.1394 acre tract from which a found 5/8 inch iron rod bears North 31 degrees West, 2.67 feet;

THENCE, South 02 degrees 49 minutes 47 seconds East, with the east line of said 606.1394 acre tract, 751.43 feet to a set 5/8 inch Baseline Corp. plastic capped iron rod for the northeasterly corner of that certain 9.26 acre tract described in the deed to Humble Oil & Refining Co. recorded in Volume 1063, Page 557, Deed Records of Harris County, Texas;

THENCE, North 32 degrees 02 minutes 49 seconds West, with a chain link fence and the north line of said 9.26 acre tract, 204.26 feet to a chain link fence post for corner;

THENCE, South 87 degrees 17 minutes 31 seconds West, continuing with a chain link fence and the north line of said 9.26 acre tract, 442.47 feet to a chain link fence post for a southeast corner of that certain 7.7884 acre tract described in the deed to Barron Family Properties, LLC recorded in Harris County Clerks File No. 20140134468, O.P.R.R.P.H.C.T;

THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said 75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

THENCE, North 87 degrees 38 minutes 17 seconds East, with a southerly line of said 75.1117 acre tract, 449.75 feet to the **POINT OF BEGINNING** and containing 9.493 acres of land.

The bearings hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS Adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.9999412773.

This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015

By: BASELINE CORPORATION

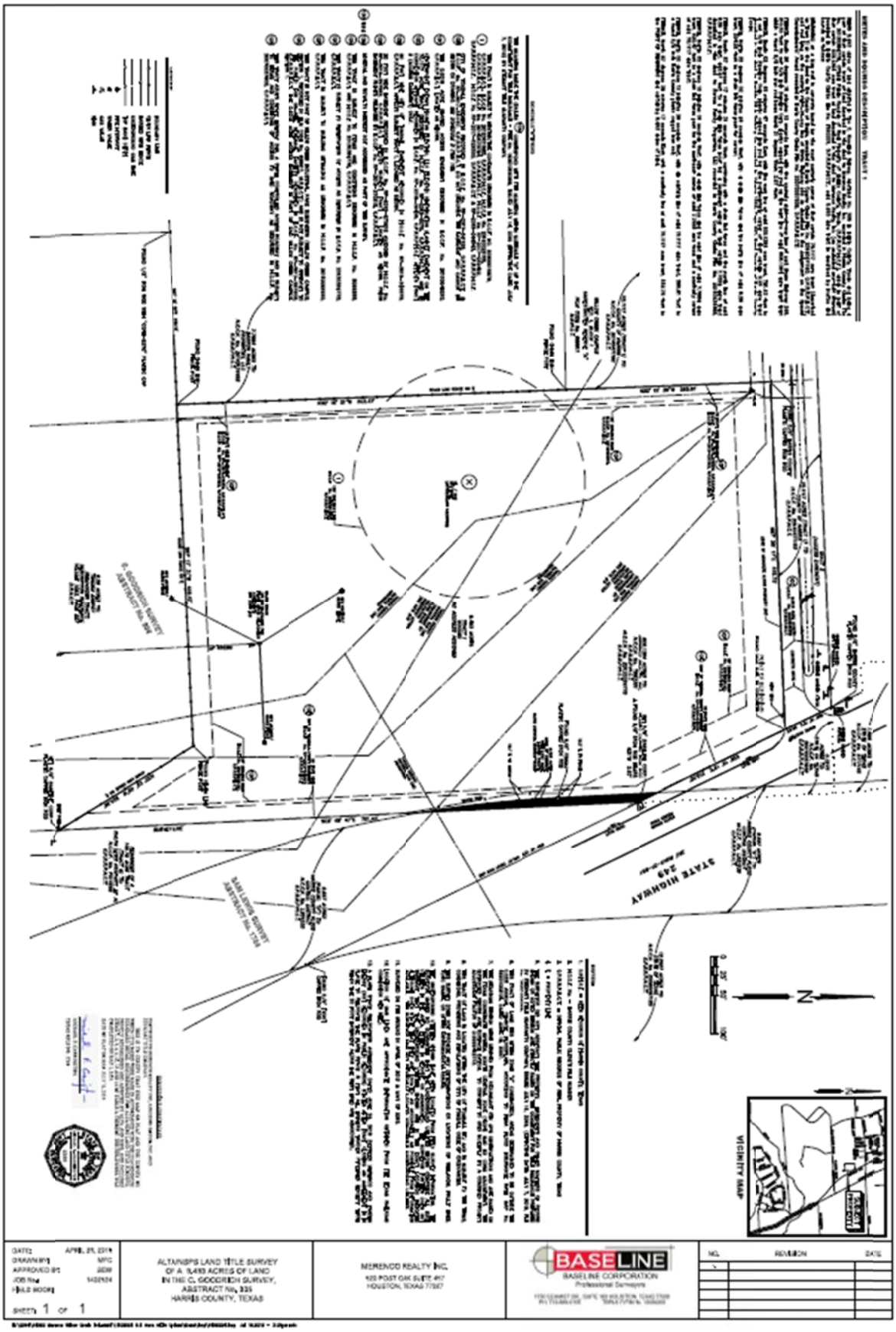

STATE HIGHWAY
249
N
VICINITY MAP
ALTA/NSPS LAND TITLE SURVEY
OF A 15.493 ACRES OF LAND
IN THE C. GOODRICH SURVEY,
ABSTRACT No. 335
HARRIS COUNTY, TEXAS
MERENDO REALTY INC.
BASELINE
BASELINE CORPORATION
Professional Surveyors
NO.
REVISION
DATE

Exhibit "B"
Petition for Annexation

PETITION FOR CONSENT TO
ANNEX LAND INTO CORPORATE LIMITS OF CITY OF TOMBALL, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

TO THE HONORABLE MAYOR AND CITY
COUNCIL OF THE CITY OF TOMBALL, TEXAS:

The undersigned (the "Petitioner"), respectfully petition the City of Tomball, Texas (the "City"), for its consent to the addition of land to the City's corporate limits. In support of this Petition, the Petitioners would show the following:

I.

The land sought to be added to the City is described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Tract").

II.

The Tract lies wholly within Harris County, Texas, and wholly within the extraterritorial jurisdiction of the City.

III.

Merenco Realty, Inc., a Texas corporation holds fee simple title to the Tract, as shown by the Harris County Tax Rolls. There are no liens on the Tract. No one resides on the Tract.

IV.

The general nature of the work to be done by and within the Tract at the present time is the construction and operation of a commercial development.

WHEREFORE, the undersigned respectfully prays that this Petition be granted in all respects and that the City Council of the City of Tomball, Texas, adopt an ordinance giving its written consent to the addition of the Tract to the corporate limits of the City.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED this _____ day of _____, 2019.

"Petitioner"

MERENCO REALTY, INC., a Texas corporation

By: _____
Name: Joe Bullard
Title: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2019, by Joe Bullard, President of Merenco Realty, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of T E X A S

(SEAL)

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION TO PETITION

METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

BEGINNING at a Mag nail in concrete found for the most easterly corner of that certain 75.1117 acre tract (described as Tract 1) in the deed to the County of Harris, recorded in Harris County Clerks File No. 20140471160, O.P.R.R.P.H.C.T., said rod lying on the westerly right-of-way line of State Highway 249 as described in the Judgement on the Special Commissioners' Award recorded in Harris County Clerks File No. 20070057608, O.P.R.R.P.H.C.T;

THENCE, South 26 degrees 16 minutes 12 seconds East, with the westerly right-of-way line of said State Highway 249, 210.50 feet to set 5/8 inch Baseline Corp. plastic capped iron rod on the east line of said 606.1394 acre tract from which a found 5/8 inch iron rod bears North 31 degrees West, 2.67 feet;

THENCE, South 02 degrees 49 minutes 47 seconds East, with the east line of said 606.1394 acre tract, 751.43 feet to a set 5/8 inch Baseline Corp. plastic capped iron rod for the northeasterly corner of that certain 9.26 acre tract described in the deed to Humble Oil & Refining Co. recorded in Volume 1063, Page 557, Deed Records of Harris County, Texas;

THENCE, North 32 degrees 02 minutes 49 seconds West, with a chain link fence and the north line of said 9.26 acre tract, 204.26 feet to a chain link fence post for corner;

THENCE, South 87 degrees 17 minutes 31 seconds West, continuing with a chain link fence and the north line of said 9.26 acre tract, 442.47 feet to a chain link fence post for a southeast corner of that certain 7.7884 acre tract described in the deed to Barron Family Properties, LLC recorded in Harris County Clerks File No. 20140134468, O.P.R.R.P.H.C.T;

THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the

northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said 75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

THENCE, North 87 degrees 38 minutes 17 seconds East, with a southerly line of said 75.1117 acre tract, 449.75 feet to the **POINT OF BEGINNING** and containing 9.493 acres of land.

The bearings hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS Adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.9999412773.

This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015
By: BASELINE CORPORATION

Exhibit “C”
Description of Facilities
[TO BE ATTACHED]

Exhibit “D”
Point of Connection
[TO BE ATTACHED]

Exhibit "E"
Form of Conveyance
CONVEYANCE OF FACILITIES

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS Conveyance of Utility Facilities (this "Conveyance") is made and entered into by _____, a _____ ("_____") and CITY OF TOMBALL, TEXAS, a home rule municipality and political subdivision of the State of Texas ("City")

WITNESSETH:

WHEREAS, _____, entered into that certain Annexation and Service Agreement with, among others, the City, by which _____ agreed to construct certain facilities in order to receive water and sewage treatment services from the City (the "Agreement"); and

WHEREAS, pursuant to the Agreement _____ entered into that certain construction contract with _____ ("Contractor") dated _____ ("Construction Contract") and constructed those certain water and sewer facilities pursuant such construction contract ("Facilities").

Now, therefore, for and in consideration of $10.00 and other good and valuable consideration paid to _____, the receipt and adequacy of which is hereby acknowledged, the _____ and the City agree as follows:

1. _____ does hereby transfer, grant, sell, convey, assign and deliver to the City, its successors and assigns, the Facilities, together with any and all benefits, rights, title and interest in and to the Construction Contract.

2. _____, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

    a. that _____has full legal right and authority to make the sale, transfer, and assignment herein provided and to execute this Conveyance.

    b. that _____has good and indefeasible title to the constructed Facilities conveyed hereunder, is not a party to any written or oral contract which adversely affects this Conveyance, and is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.

    c. that _____ has neither engaged in nor been threatened with any legal action or proceeding, nor are they under any investigation, which would prevent the execution of this Conveyance.

d. The person executing this Conveyance on behalf of _____ has full authority to do so, and no further official action need be taken by _____ to validate this Conveyance.

Unless otherwise expressly provided, the representations, warranties, covenants and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive the closing of this transaction.

IN WITNESS WHEREOF, _____ and the City have caused their names to be hereunto subscribed.

EXECUTED AND EFFECTIVE as of the _____ day of _____, 2019.

[**CONTRACT PURCHASER**]

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____, 2019, by _____, _____ of _____, a _____.

_____
Notary Public, State of Texas

(SEAL)

AGREED TO AND ACCEPTED THIS _____ day of _____, 2019.

ATTEST: **CITY OF TOMBALL, TEXAS**

By:_____ By:_____
City Secretary City Manager

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2019, by _____, City manager of the City of Tomball, Texas.

_____
Notary Public, State of Texas

(SEAL)

Exhibit "F"
Form of Consent

CONSENT TO PROVIDE SERVICE

Merenco Realty, Inc., or its successors and assigns ("the "Landowner") is the owner of a tract of land described on Exhibit "A" attached hereto (the "Tract"). The Tract is within the boundaries of Harris-Montgomery Counties Management District (the "District"), as well as the certificated area of Aqua Texas, Inc. ("Aqua"). Neither the District nor Aqua have the present ability to provide water and/or sanitary sewer services (the "Services") to the Tract. Accordingly, the Landowner has sought the Services from the City of Tomball, Texas (the "City"). Subject to and upon the release of the Tract from Aqua's certificate of convenience and necessity, the District hereby consents to the City providing the Services to the Tract.

WITNESS THE EXECUTION HEREOF this _____ day of _____, 2019.

HARRIS-MONTGOMERY COUNTIES
MANAGEMENT DISTRICT

By: _____
President, Board of Directors

EXHIBIT A TO CONSENT TO PROVIDE SERVICE
METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

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THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said

75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

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This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015
By: BASELINE CORPORATION

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

Adopt, on Second Reading, Ordinance No. 2019-21, an Ordinance of the City of Tomball, Texas, Setting the Total Tax Rate of $0.341455/$100 of taxable value for the Year 2019 on all Real and Personal Property located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject

Background:

The proposed tax rate for Fiscal Year2019-2020 (Tax Year 2019) is allocated in the amounts of $0.230000 for the Interest & Sinking Fund and $0.111455 for the Maintenance and Operations Fund, for a total tax rate of $0.341455.

Adoption of Ordinance No. 2019-21 on second reading will complete the process to levy the 2019 (FY 2019-2020) tax rate.

Origination:

City Secretary

Recommendation:

Adopt Ordinance NO. 2019-21 on Second Reading

Party(ies) responsible for placing this item on agenda:

City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-21

ORDINANCE NO. 2019-21

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, SETTING THE TAX LEVY OF $0.341455/$100 VALUE ASSESSED FOR THE YEAR 2019 ON ALL TAXABLE REAL AND PERSONAL PROPERTY LOCATED IN THE CITY OF TOMBALL, TEXAS; PROVIDING FOR PENALTY, INTEREST, AND ADDITIONAL PENALTY ON TAXES NOT TIMELY PAID; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT.

* * * * * * * * * * *

WHEREAS, pursuant to the provisions of the Constitution and Laws of the State of Texas, the City Council of the City of Tomball, Texas, is vested with the power to levy, assess and collect an annual tax upon all taxable real and personal property located within the City Limits, and said power allowing for the granting of homestead exemptions for all City of Tomball property owners sixty-five years of age and over or who are disabled; and

WHEREAS, pursuant to the Charter of the City of Tomball, this ordinance has been read two (2) times and considered at two (2) sessions of the City Council, and published in the City's official newspaper after the first reading; and

WHEREAS, the Council is required to set a tax rate, expressed as a rate per hundred-dollar valuation of said property, located in the City of Tomball, January 1, 2019; and

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the later of September 30th or the 60th day after the date the certified appraisal roll is received by the taxing unit, the governing body of each taxing unit shall adopt a tax rate for the current tax year; and

WHEREAS, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the unit's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures of the unit for the next year), each of the components must be approved separately; and

WHEREAS, the proposed tax rate for the current tax year of the City of Tomball, Texas, consists of two components, a tax rate of $0.230000 cents per $100.00 dollars of taxable value for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtedness of the City, and a tax rate of $0.111455 cents per $100.00 dollars of taxable value for the purpose of funding the maintenance and operation expenditures of the City for the next fiscal year; and

WHEREAS, City Council has approved, by separate motions, the tax rates heretofore specified for each of said components; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. That said tax levied as aforesaid, based upon valuations established by Harris County Appraisal District, will be sufficient to meet the requirements of the City for the Budget Year 2019-2020.

Section 3. There is hereby levied, for the tax year 2019, to fund the City's fiscal year 2019-2020 municipal budget, an ad valorem tax at the total rate of thirty-four and one thousand four hundred fifty-five ten-thousandths cents ($0.341455) on each One Hundred Dollars ($100.00) of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City, upon which an ad valorem tax is authorized by law to be levied by the City of Tomball, Texas. All such taxes shall be assessed and collected in current money of the United States of America.

Section 4. Of such total tax levied in Section 2 hereof, $0.111455 is levied to fund maintenance and operation expenditures of the City for the fiscal year 2019-2020. Of the total tax levied in Section 2 hereof, $0.230000 is levied for the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City of Tomball, Texas, including the various installments of principal due on the serial bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City as such installments shall respectively mature, in the fiscal year 2019-2020.

Section 5. This year's levy to fund both maintenance and operations expenditures and interest & sinking expenditures exceeds last year's maintenance and operations tax levy and interest & sinking tax levy.

GENERAL FUND - TO FUND MAINTENANCE AND OPERATION EXPENDITURES OF THE CITY:	$0.111455
INTEREST & SINKING - FOR DEBT SERVICE:	$0.230000

With reference to the tax rate of $0.230000 for the Interest and Sinking Fund for bonded indebtedness, this rate, representing 67.3588% of the total $0.341455 tax, shall apply to the gross amount of current taxes to be collected.

Section 6. All ad valorem taxes levied hereby, in the total amount of $0.341455 on each One Hundred Dollars ($100.00) of assessed valuation, as reflected by Sections 2 and 3 hereof, shall be due and payable on or before January 31, 2020. All ad valorem taxes due the City of Tomball, Texas, and not paid on or before January 31st following the year for which they were levied, shall bear penalty and interest, and if not paid before July 1st shall incur an additional penalty of twenty percent (20%), as prescribed in the Texas Property Tax Code.

Section 7. All ordinances and parts of ordinances inconsistent or in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. If any provision of this Ordinance is found to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force, or effect of any other provision of this Ordinance.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 30TH DAY OF SEPTEMBER 2019.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	AYE
COUNCILMAN TOWNSEND	AYE
COUNCILMAN KLEIN QUINN	AYE

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 7TH DAY OF OCTOBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

_____
DORIS SPEER, City Secretary
City of Tomball

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Adopt, on Second Reading, Ordinance No. 2019-22, an Ordinance of the City of Tomball, Texas Adopting the Tomball Comprehensive Plan, as an Update to the First Comprehensive Plan – Vision 2030, Providing an Overview of Existing Conditions, Demographics and Socioeconomic Characteristics; Analyzing Community Input; Providing Maps Describing Proposed Future Land Uses; Establishing Goals, Recommendations, Implementation Strategies; and Providing for Severability

Background:
On September 16th, after conducting a public hearing, City Council voted to approve the Comprehensive Plan on First Reading with the condition of amending the Future Land Use Map per the Planning & Zoning Commission recommendations and for two areas near the Timkin Road/Persimmon Street intersection. Those amendments are illustrated on page 63 of the revised Comprehensive Plan. In addition to the Future Land Use Map amendments, references to the Tomball Economic Development Corporation were made in Goals 4 and 5 in Chapter 5. Also, responsible department names were specified on the Implementation Action Plan in Chapter 6.

A copy of the City of Tomball Comprehensive Plan can be found at:
https://tomballtx.gov/DocumentCenter/View/3859/Updated-Tomball-Comprehensive-Plan-Draft?bidId=

Origination:
Community Development Department

Recommendation:
Adopt, on Second Reading

Party(ies) responsible for placing this item on agenda:
Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-22
City Council's Future Land Use Map Revisions
Joint Workshop Presentation
P&Z Recommendations Presentation
Notice of Public Hearing

ORDINANCE NO. 2019-22

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS ADOPTING THE TOMBALL COMPREHENSIVE PLAN, AS AN UPDATE TO THE FIRST COMPREHENSIVE PLAN – VISION 2030, PROVIDING AN OVERVIEW OF EXISTING CONDITIONS, DEMOGRAPHICS AND SOCIOECONOMIC CHARACTERISTICS; ANALYZING COMMUNITY INPUT; PROVIDING MAPS DESCRIBING PROPOSED FUTURE LAND USES; ESTABLISHING GOALS, RECOMMENDATIONS, IMPLEMENTATION STRATEGIES; AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

Whereas, the City of Tomball desires to ensure that growth and development continues to occur in a safe, orderly, and healthy fashion, and seeks by its regulations to promote the health, safety, and general welfare of the municipality; and

Whereas, the City seeks to ensure that future development enhances community character and accurately reflects the vision and values of the community; and

Whereas, Chapter 213 of the Texas Local Government Code authorizes cities to adopt a comprehensive plan for the long-range development of the City and for use to coordinate and guide the establishment of development regulations; and

Whereas, the City Council retained a professional planning consultant to assist in the preparation of a Comprehensive Plan for the City of Tomball; and

Whereas, an Advisory Committee was established and reviewed recommendations made by the Planning Consultant for the Comprehensive Plan; and

Whereas, both the Planning and Zoning Commission and the City Council of the City of Tomball, Texas have published notices and conducted public hearings regarding the Comprehensive Plan and all persons were given the opportunity to present verbal and written testimony; and

Whereas, the Planning and Zoning Commission has evaluated such Plan and has recommended approval of the Plan to the City Council; and

Whereas, the City Council finds it in the best interest of the health, safety, and welfare of its citizens to adopt the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The Plan is intended to constitute the Comprehensive Plan of the City of Tomball, Texas for all matters related to long-range guidance relative to zoning decisions, land development, thoroughfare construction and growth management.

Section 3. The Comprehensive Plan and all maps that are attached hereto and incorporated therein for all purposes, is hereby adopted by the City Council as a guide and public policy.

Section 4. The City Council reserves the right to amend the Comprehensive Plan by adding or removing components or by amending in part or in whole any components of the Plan.

Section 5. Pursuant to the authority provided in the charter and ordinances of the City, the Planning and Zoning Commission shall periodically review the projection assumptions, changing growth patterns, and planning guidelines that provide the foundation for the policies contained in the Plan and shall recommend such amendments as it deems appropriate for the purpose of keeping the Plan relevant and useful as a guide for growth, revitalization and renewal of the City.

Section 6. All ordinances or portions thereof, of the City of Tomball, in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

Section 7. All references in City of Tomball ordinance to the Comprehensive Plan or to the Future Land Use Map shall henceforth refer to such as are here adopted.

Section 8. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 16TH DAY OF SEPTEMBER 2019.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	AYE
COUNCILMAN TOWNSEND	AYE
COUNCILMAN QUINN	AYE

SECOND READING:

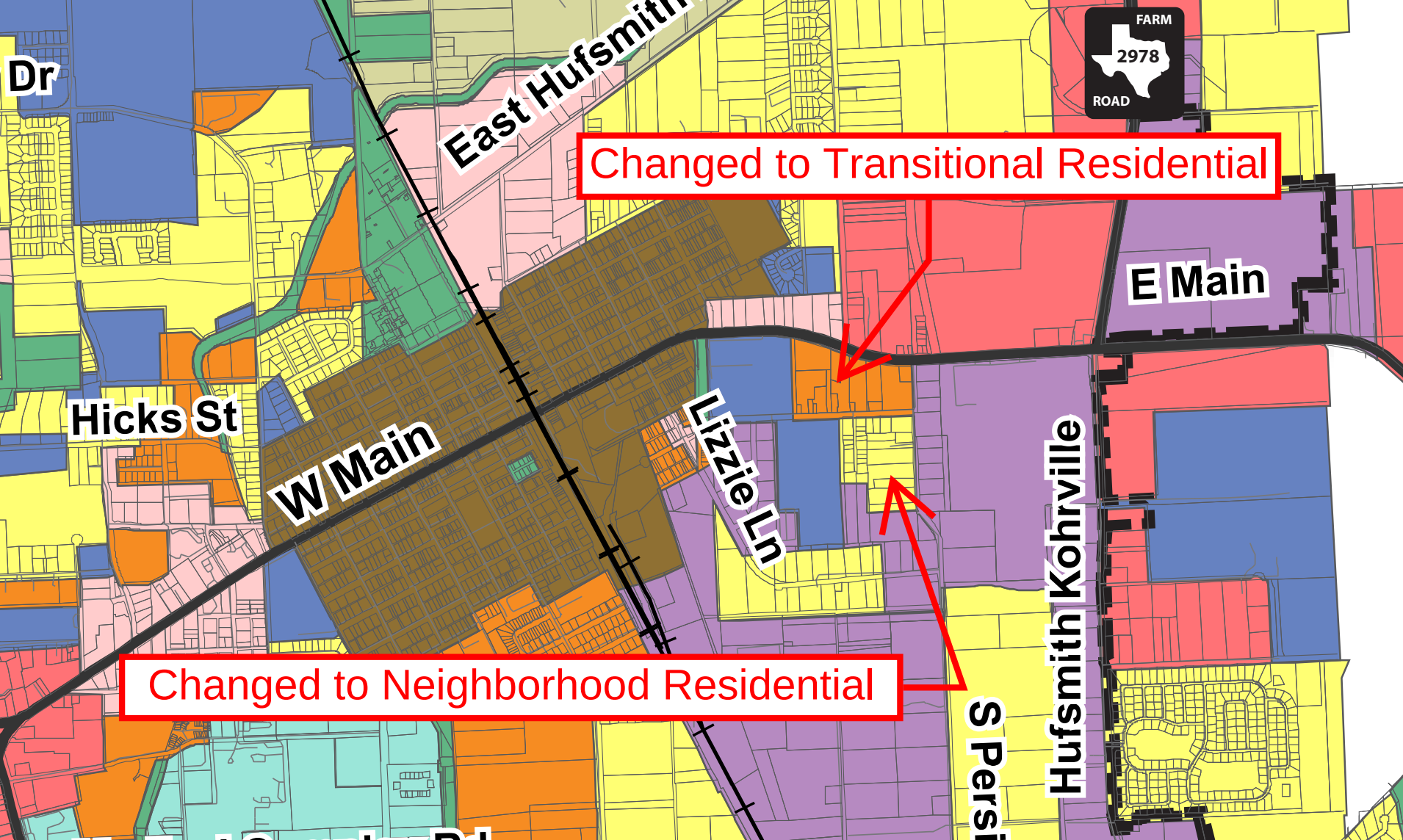
READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF OCTOBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

_____
Gretchen Fagan, Mayor

ATTEST:

_____
Doris Speer, City Secretary


Dr
East Hufsmith
FARM
2978
ROAD
Changed to Transitional Residential
E Main
Hicks St
W Main
Lizzie Ln
Hufsmith Kohrville
Changed to Neighborhood Residential
S Persi

Tomball Comprehensive Plan

CITY COUNCIL / P&Z JOINT WORKSHOP

AUGUST 19, 2019

Agenda

1. Plan overview review
2. Present key findings from the early public engagement activities
3. Thoroughfare plan
4. Future land use plan
5. Recommendations
6. Next Steps

Project Overview

Scope of Work, Comprehensive Plan Content:

- Chapter 1: Introduction
- Chapter 2: Existing Conditions
- Chapter 3: Community Inputs
- Chapter 4: Community Vision
- Chapter 5: Future Directions
- Chapter 6: Plan Implementation

Engagement Overview

Kick-off Activities:

- Stakeholder interview meetings
- Driving tour with city staff
- CPAC Meeting
- Visual reconnaissance

Online Public Survey – 269 responses

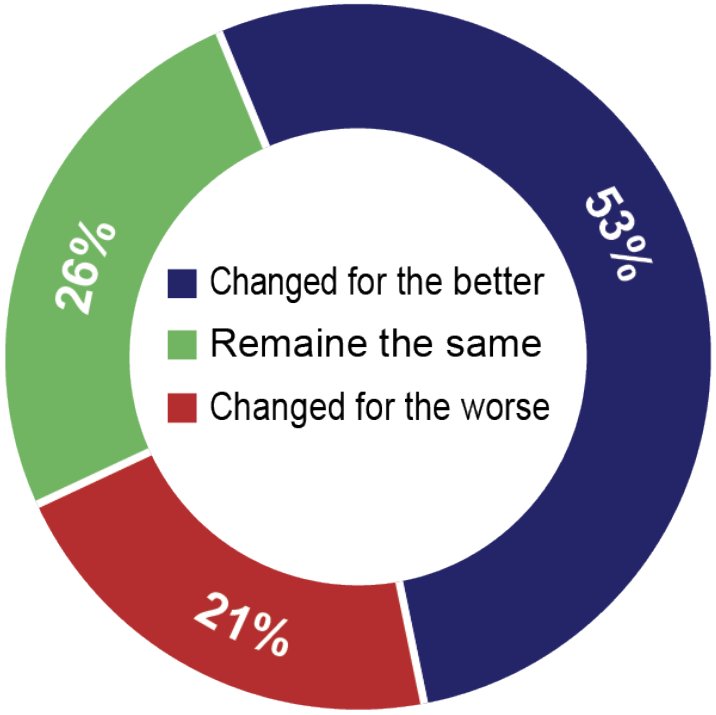
Public Open House – 45^{+} attendees

CPAC Meetings

Joint mid-point briefing 10/18/18

Engagement Overview

During the time you've lived in Tomball things have...



Satisfaction with Tomball Community

Very Unsatisfied — Very Satisfied

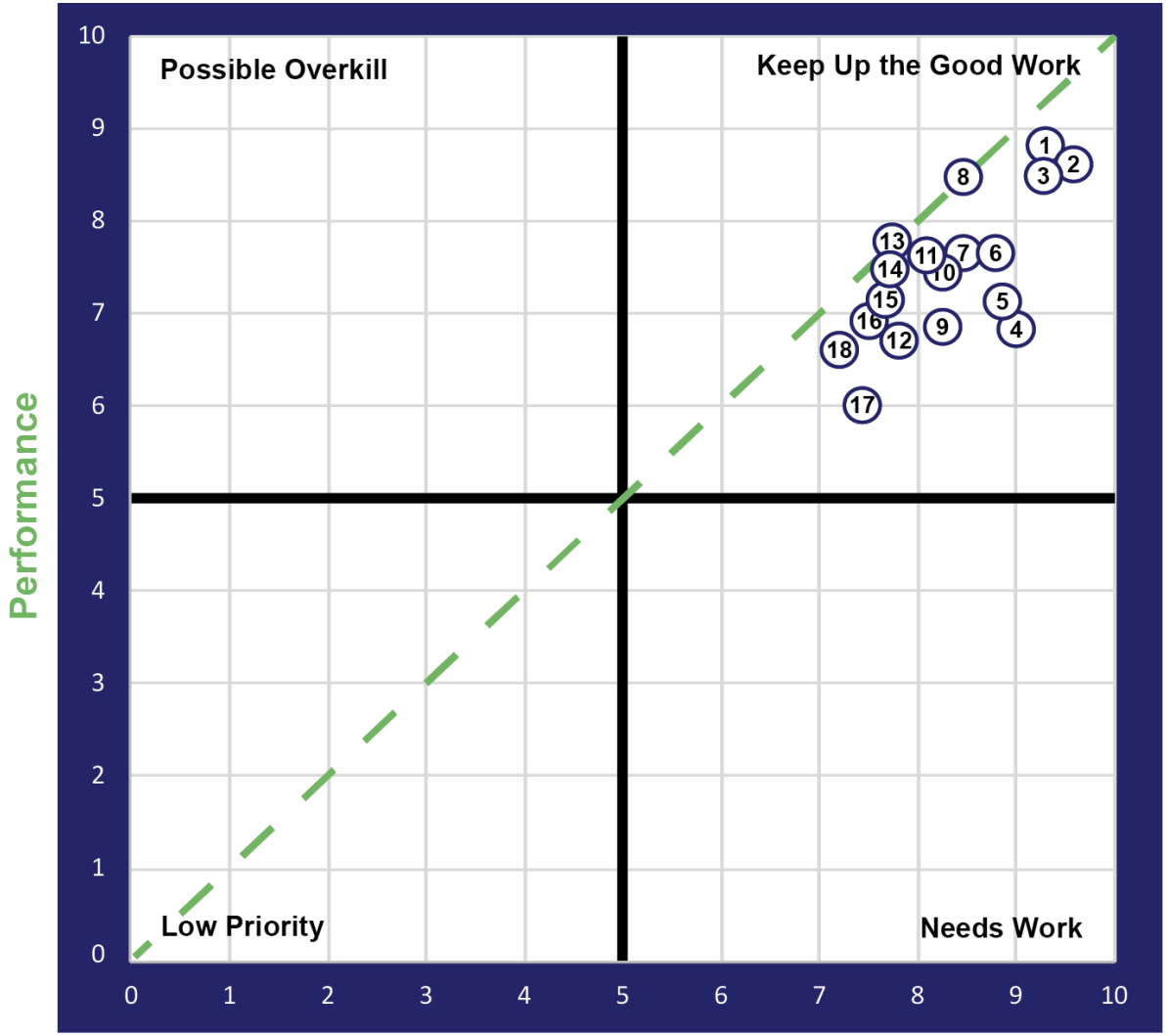
- As a place to raise a family
- As a place to live
- Overall quality of life
- As a place to do business
- Overall image and reputation
- As a place to work
- Overall quality of City services
- As a place to retire
- Overall quality of commercial development
- As a place to play

Community Services

1. Police protection
2. Emergency medical services
3. Fire protection
4. Storm drainage/flood protection
5. Street maintenance and repair
6. Water/wastewater services
7. Trash/recycling
8. Community events and festivals
9. Sidewalk maintenance and repair
10. Parks in Tomball
11. Traffic enforcement
12. Recreation services and programs
13. Municipal court
14. Code enforcement
15. Library services and programs
16. Animal control
17. Trails in Tomball
18. Senior services and programs

Public Survey Highlights

Performance verses Importance Assessment

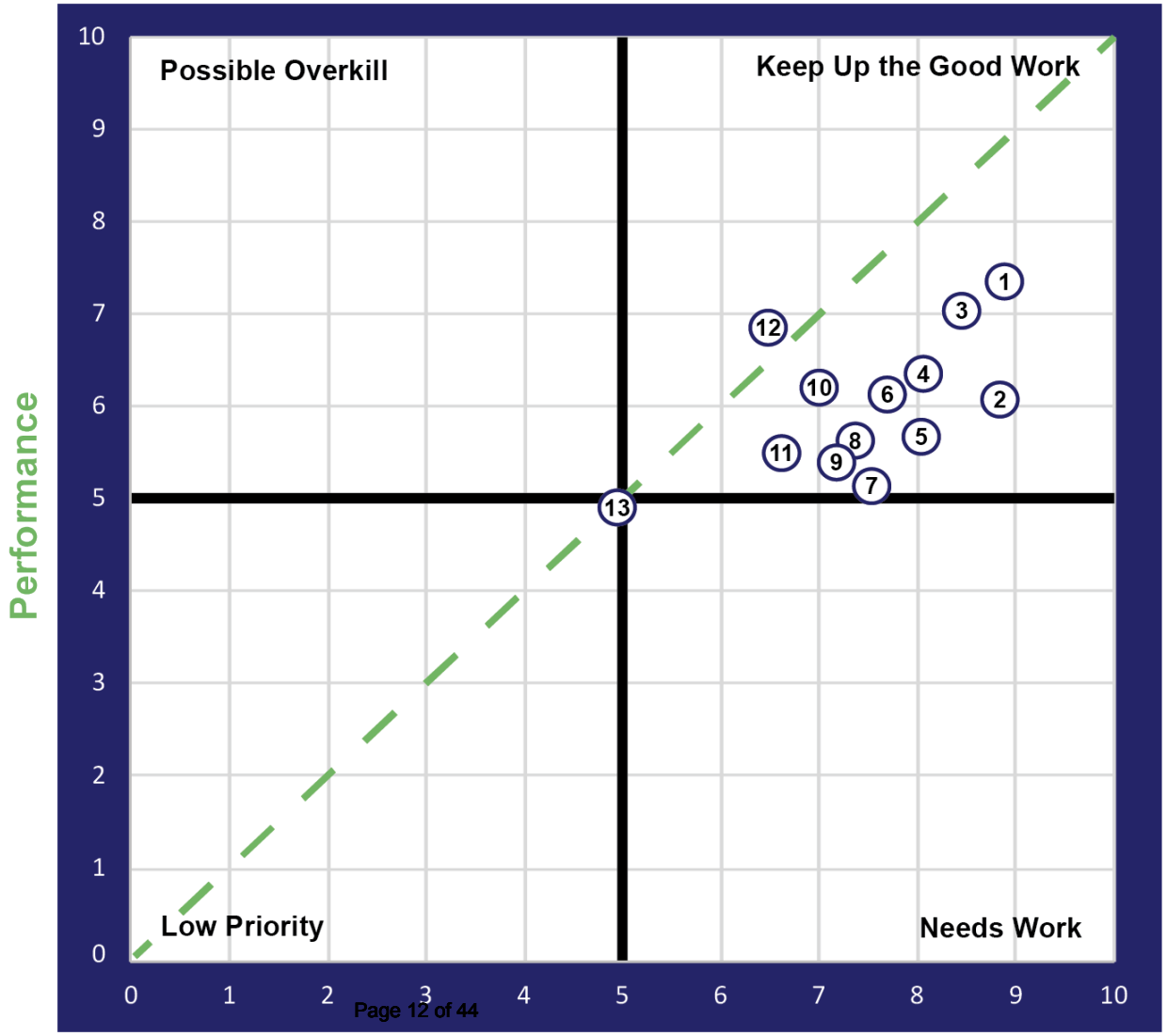


Transportation

1. Safety
2. Traffic congestion
3. Street condition and maintenance
4. Pedestrian accommodation
5. Add off-street parking in downtown
6. Street connectivity
7. Mitigate truck traffic on Main Street
8. Streetscape improvements along Main Street
9. Reroute pass-through traffic around downtown Tomball
10. Wayfinding signage
11. Bicycle accommodation
12. Traffic calming (i.e., slowing traffic speed)
13. Public transportation

Public Survey Highlights

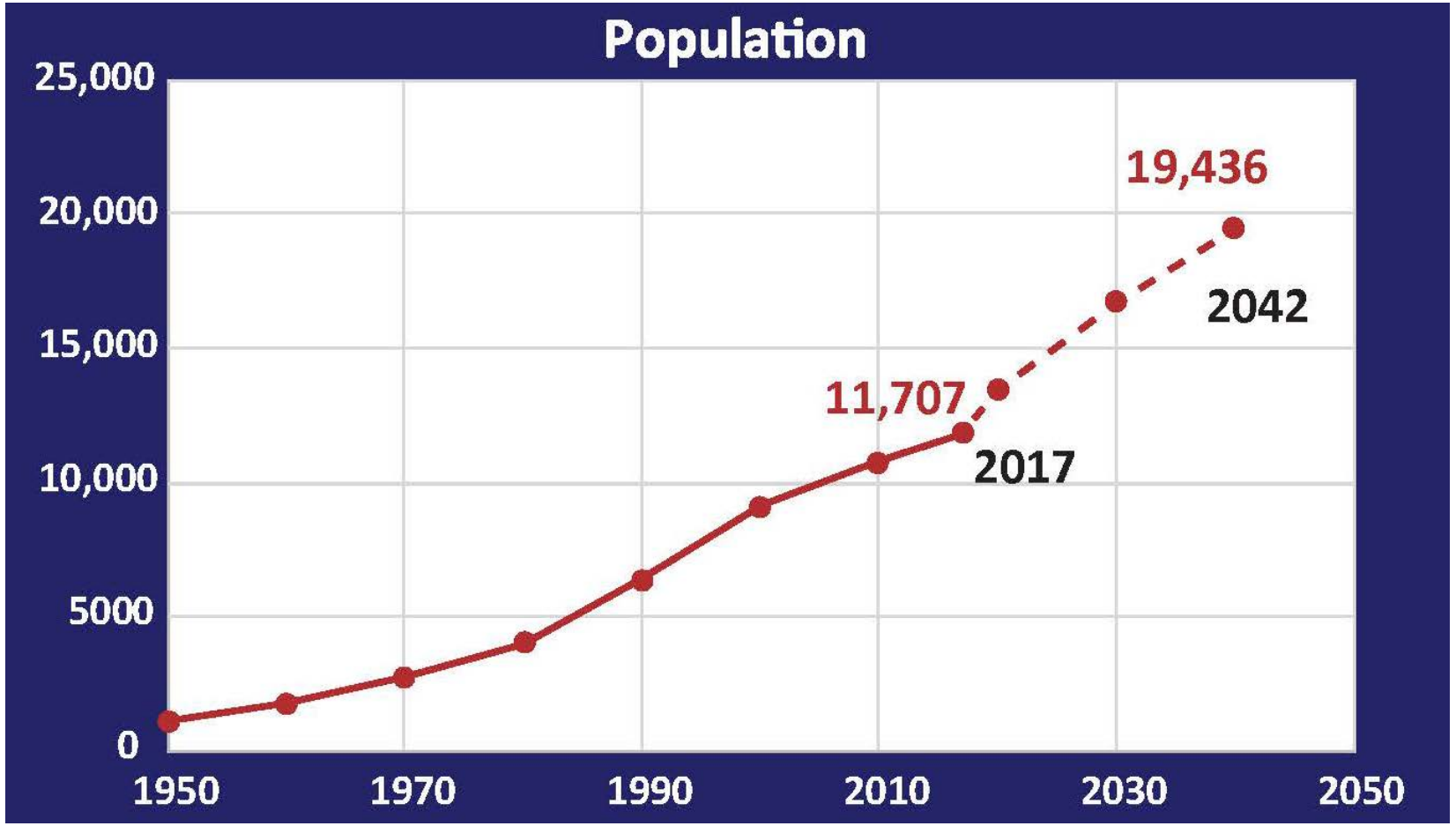
Performance verses Importance Assessment



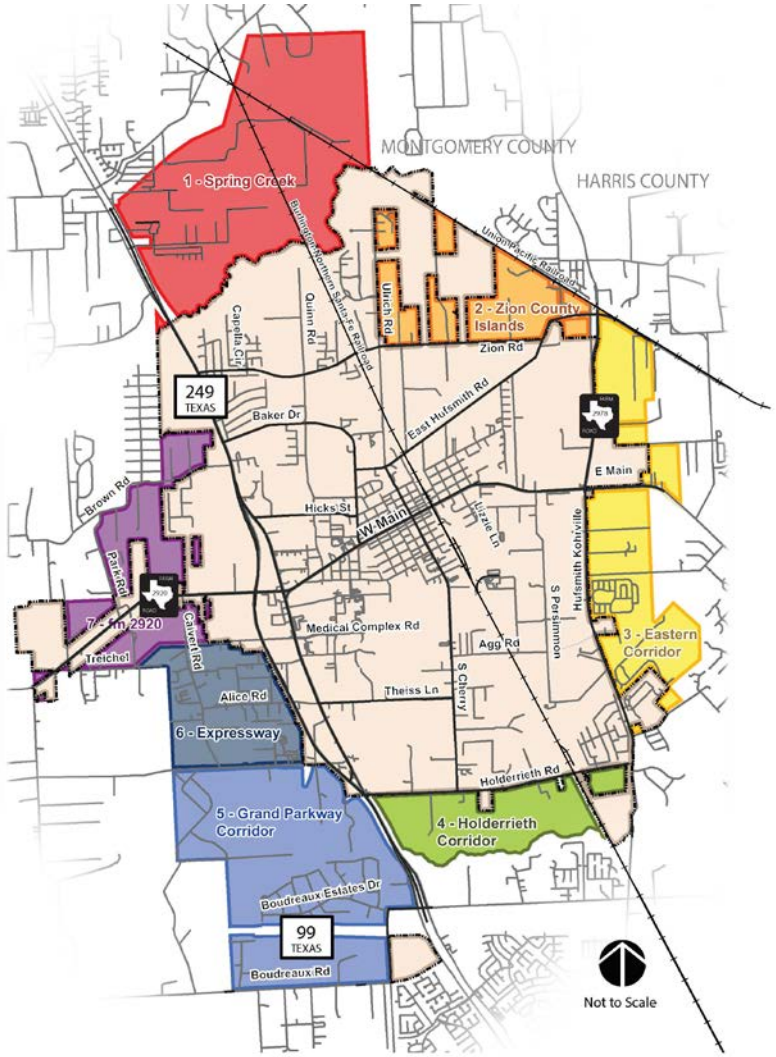
Community Input Key Findings

- There is strong community support and satisfaction with Tomball as a place to live.
- There is general overall satisfaction with the provision of City services.
- There is community support for increasing transportation connectivity through development of alternative routes to address traffic issues, rather than adding additional travel lanes.
- Traffic, especially along Main Street, is a critical issue facing Tomball.
- There is strong support for the continued development of Downtown Tomball, both as an economic driver and as a local amenity.
- There is community support for increased aesthetic design standards for nonresidential buildings.
- There is general support for increased sidewalk and trails through a pragmatic and targeted approach.
- There is support for more single-family residential housing choices, like patio/zero-lot-line homes.
- There is a desire to focus primarily on enhancement of existing parks over addition of new parks.
- Localized flooding is a priority for infrastructure investment.
- Maintaining a strong sense of small town, family feel is important when responding to growth pressures and threats to Tomball's uniqueness.

Population Projections



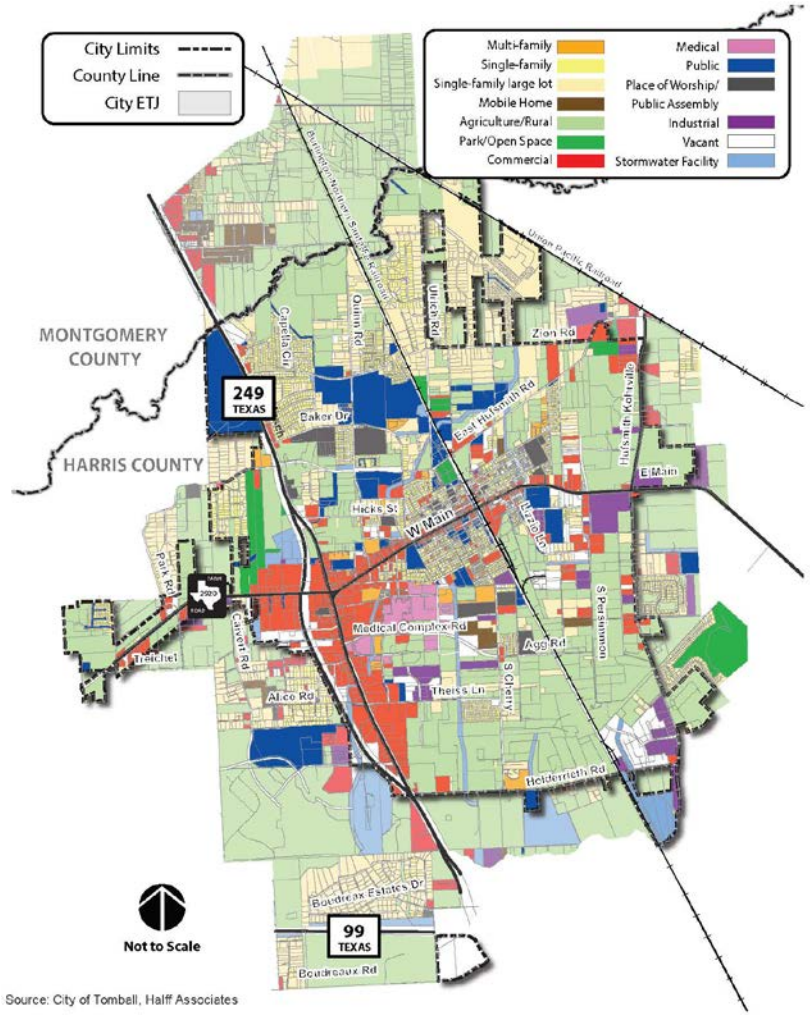
Growth



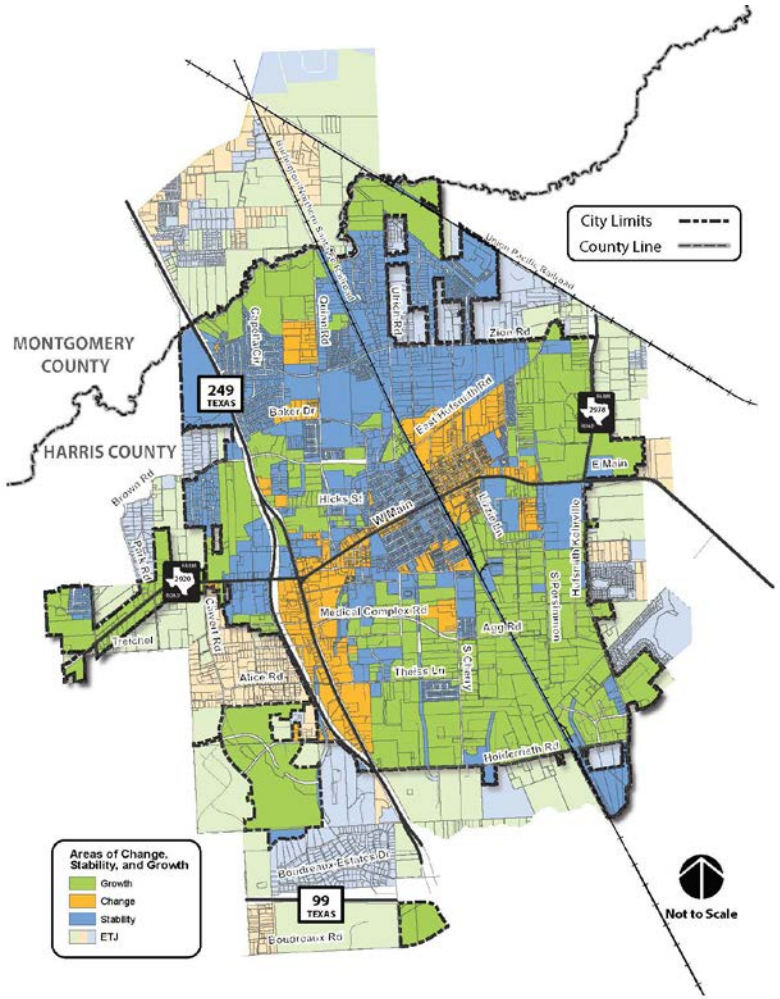
POTENTIAL GROWTH AREA	REMEDIES INFILL ISLANDS	CONTROL GATEWAY / ENTRANCE TO CITY QUALITY	CONTROL GROWTH PATTERNS & QUALITY OF DEVELOPMENT	CONTROL UTILITY RIGHTS	PROTECT POTENTIAL FUTURE REVENUE GENERATION
Area 1		√	√		√
Area 2	√		√		
Area 3		√	√	√	√
Area 4		√	√	√	√
Area 5		√	√	√	√
Area 6			√	√	
Area 7		√	√	√	√

Note: All annexation will have to be pursued through the lens of the recently approved HB 347.

Existing Land Use



Growth, Stability & Change



Vision

"Tomball in 2040 is a place where people make great connections– with families, friends, neighbors, through schools, jobs and businesses, to govern, worship, and celebrate. Our community has grown in an attractive, balanced, and well-managed way from a small farm-to-market town to a 21st century commerce center, maintaining its hometown feel and character while creating new amenities, services, and opportunities. Our strong values keep us focused on what is important–family, community, heritage, health, education, and environment. Tomball is a vibrant and healthy City we are proud to call home."

~ Vision 2030, 2009 Comprehensive plan

GOAL 1: GROWTH AND CAPACITY

Be a good steward of public dollars through provision of quality public services.

Guiding Principles

- Continue the City commitment on the implementation of the adopted City plans, specifically those related to water, wastewater and drainage.
- Identify and promote opportunities for partnerships in the development of community infrastructure and facilities, not only between City departments, but also between other governmental agencies.
- Promote infill and redevelopment to take advantage of existing infrastructure and reduce the potential impacts of disinvestment and corresponding blight.
- With limited annexation opportunities, work with the City of Houston and Harris County in the consideration of the fiscal and social implications of annexation or non annexation in reference to the provision of public services.
- Improve the City's resiliency and lessen flooding impacts on residents through a multifaceted approach to drainage infrastructure by encouraging both public and private drainage facilities to be more integrated into the built environment.

GOAL 2: LAND USE AND DEVELOPMENT

Work with the development community to meet the needs of a growing community while being true to the character of Tomball.

Guiding Principles

- Encourage new development and redevelopment consistent with the types of development patterns and character recommendations associated with the Future Land Use Plan, zoning map, and development regulations.
- Promote development patterns that utilize existing infrastructure to its fullest capacity.
- Guide compatible development to create a Medical District with complimentary land uses and improved connectivity to Old Town.
- Pursue modifications to development regulations to create high-quality spaces that reflect Tomball's welcoming small town feel, while allowing for modern growth to occur in targeted areas.
- Encourage development with a mix of uses and walkable environment, both in Old Town and developing areas.
- Establish land use policies that encourage high quality housing, with improved housing choice appropriate for Tomball's character.
- Facilitate development of new neighborhoods to integrate with the surrounding built environment, providing opportunities for all stages of life (recent graduates, young families, empty nesters, etc.)

GOAL 3: MOBILITY

Strive to address mobility concerns by partnering with other jurisdictions as well as promoting alternative routes across the community.

Guiding Principles

- Develop and encourage alternative routes through the City to improve cross-city connectivity outside of established neighborhoods.
- Reduce truck traffic through downtown.
- Address long-term parking needs in downtown and address access concerns by area merchants.
- Promote key pedestrian corridors and encourage accommodation along these routes; this effort may be complimented by bicycle facilities but emphasis should be on pedestrian connections first and foremost.
- With the completion of the Tomball Tollway, reenvision Tomball Parkway to better serve the community.
- Promote improved regional connectivity through open dialogue and partnerships with Harris County and the City of Houston.
- Protect the functional capacity of roadways in the City and ETJ by adhering to access management principles.
- Consider street alternatives in Old Town to maintain existing character and tree canopy.
- Consider a trail system as a means to encourage active transportation as a choice for community residents.

GOAL 4: COMMUNITY LIVABILITY

Continue to recognize Old Town as an important economic and cultural center of the community and promote Tomball's sense of place in all projects.

Guiding Principles

- Protect and encourage expansion of Old Town so that it grows as the City grows.
- Continue to promote events and festivals that attract people to the community and provides residents with opportunities for socializing and fellowship.
- Enhance the gateways and thoroughfares, complimented by wayfinding, to further enforce a sense of place upon arrival to Tomball.
- Prioritize recreation and leisure opportunities to meet the needs of a growing population.
- Promote beautification city-wide, including but not limited to alley enhancements.

GOAL 5: ECONOMIC DEVELOPMENT

Identify areas of reinvestment and re-imaging so that all parts of Tomball contribute to a prosperous future.

Guiding Principles

- Identify opportunities for further promotion of Old Town and its local entrepreneurship brand.
- Continue to work with Lone Star College to emphasize workforce training that compliments Tomball's industries (healthcare, technology, energy, manufacturing, etc.).
- Encourage continued growth of business parks and corporate campuses in Tomball.
- Ensure that is a Tomball competitive business environment regionally and maintain efforts for a balanced economy.
- Promote districts in Tomball, such as the Medical district, with complimentary land use policy.
- Capitalize on the mix-use developments that promote entertainment opportunities found in private development.

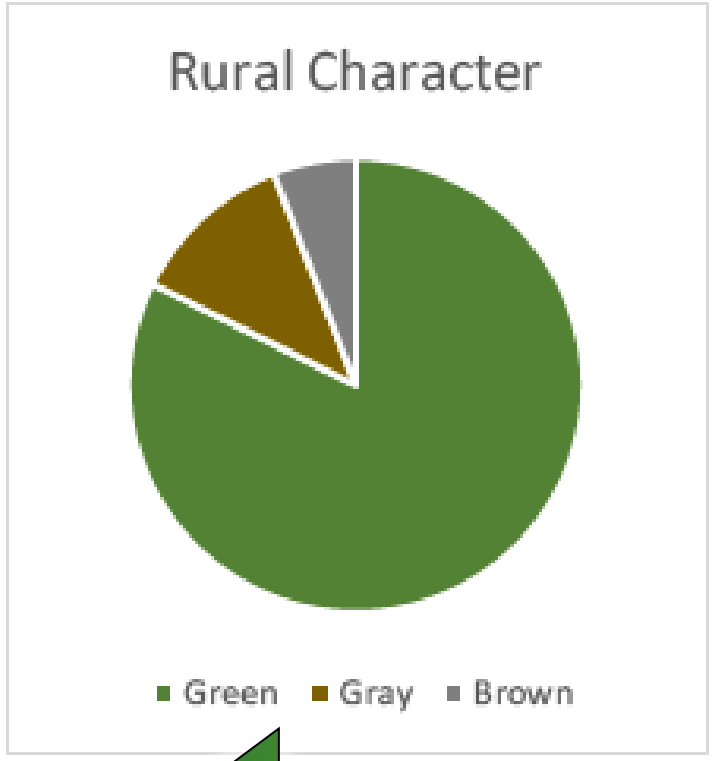
GOAL 6: COMMUNITY FACILITIES AND SERVICES

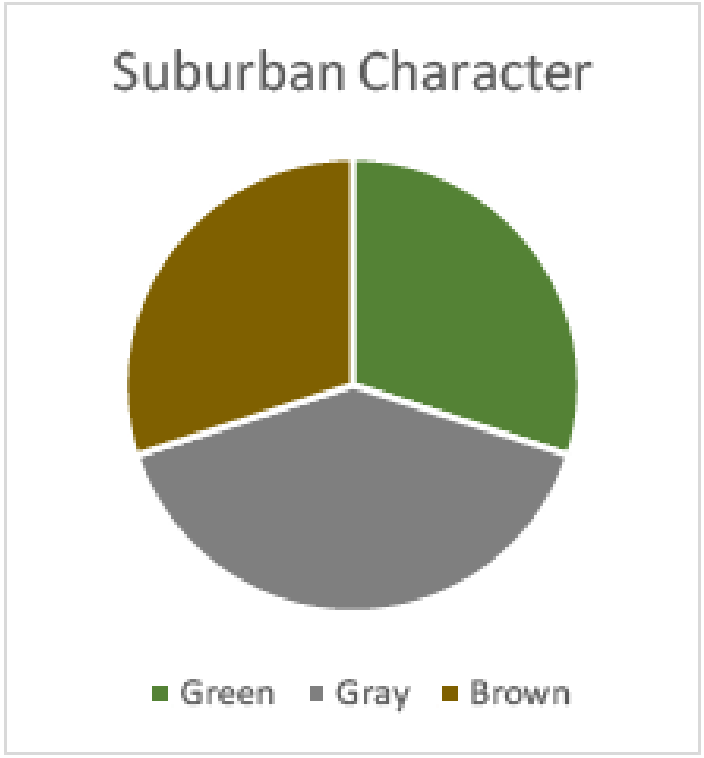
Provide high-quality community facilities and services which are forward thinking and responsive to the needs of the Tomball community.

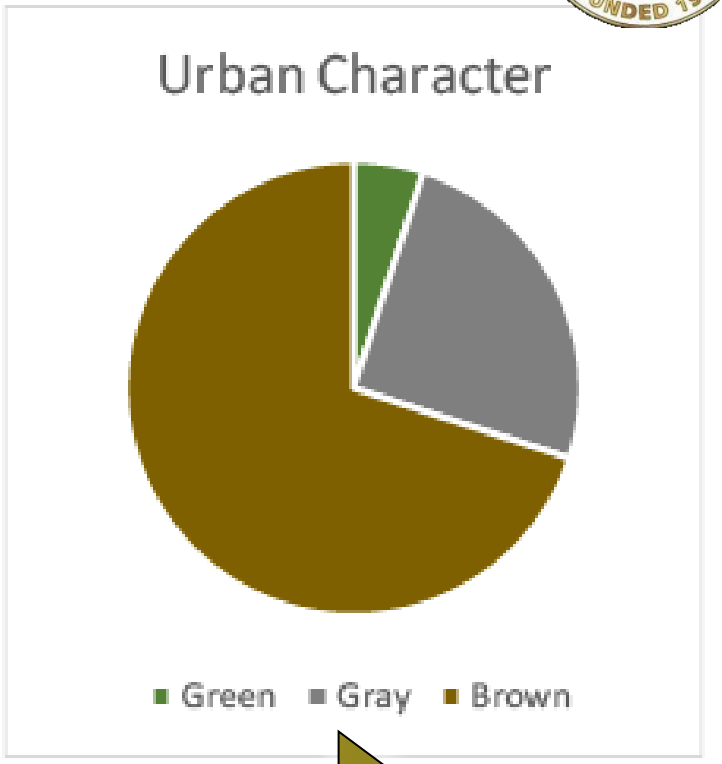
Guiding Principles

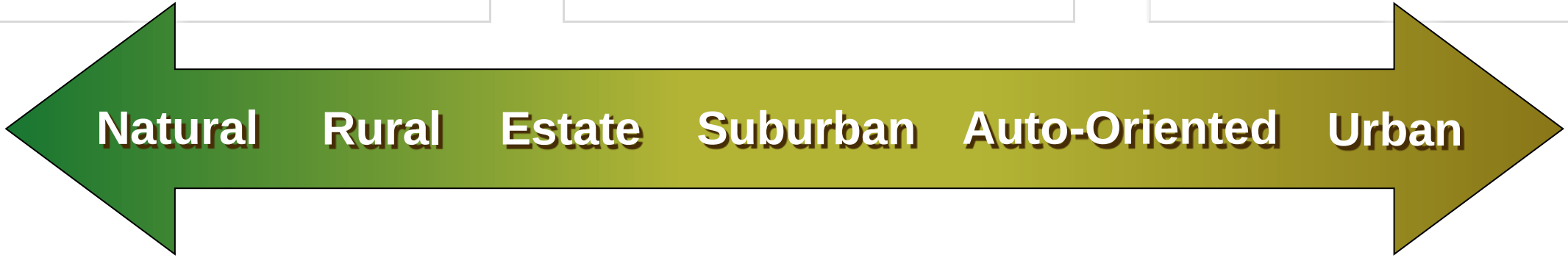
- Further develop the City's parks, open spaces, and trail network, specifically looking at how these spaces link to each other and promote citywide access and active lifestyles.
- Continue to invest in and provide high levels of public safety services to prioritize the City's commitment to ensuring public health, safety, and welfare.
- Encourage joint use of new sites to serve multiple public purposes.
- Incentivize the use of the City's natural and man-made drainageways and floodplains for stormwater conveyance, open space protection, and recreation.
- Consider public facilities as economic development investments for the future. New public facilities should set the bar for the quality of development envisioned by the Tomball community and should consider both first and long-term costs.

Understanding Character

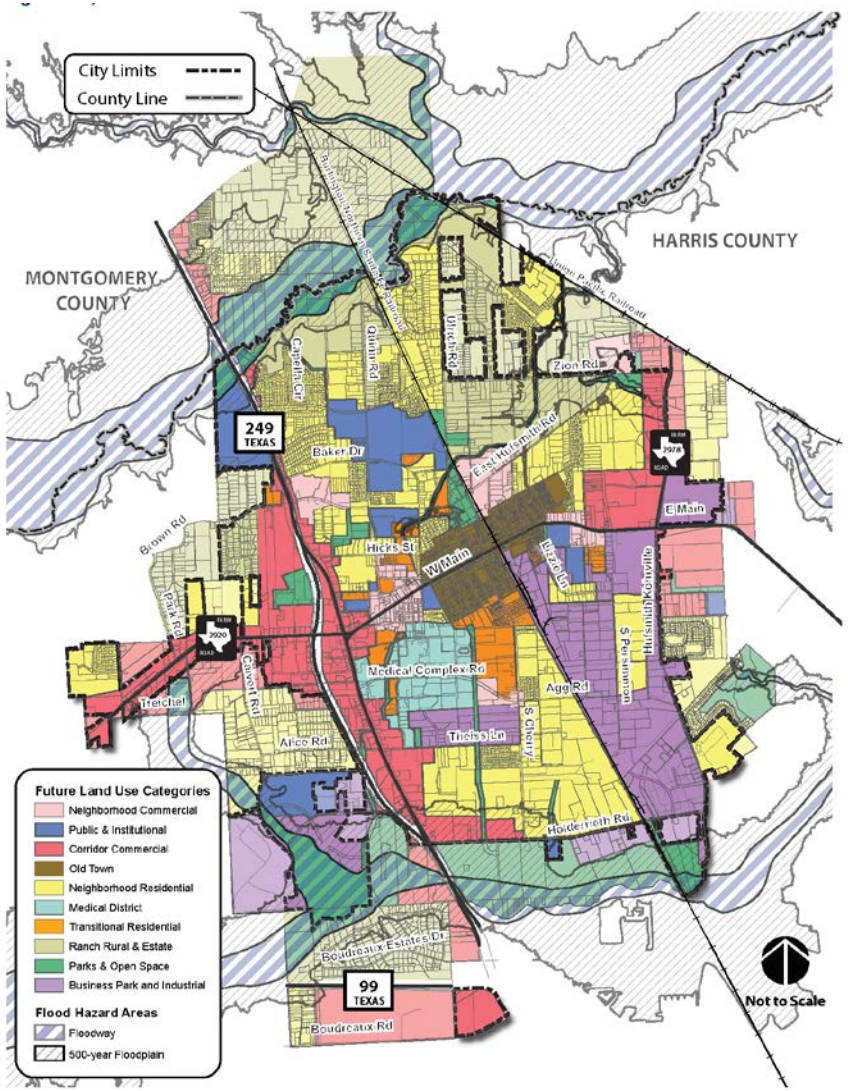








Future Land Use Planning



Future Land Use Categories

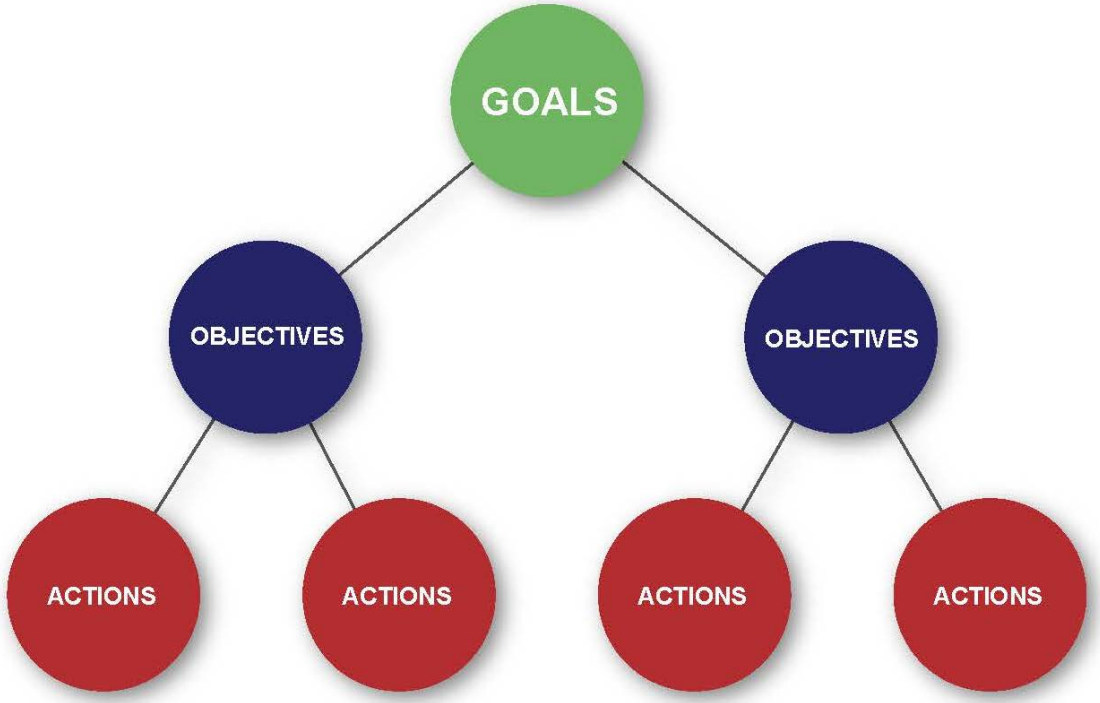
- Parks & Open Space
- Ranch & Rural Estate
- Neighborhood Residential
- Transitional Residential
- Neighborhood Residential
- Corridor Commercial
- Medical District
- Public Institutional
- Business Park & Industrial
- Old Town

Future Land Use

- **Intent & Character.** This subsection provides a general description of the intent and intended character of development.
- **Appropriate Land Use Types.** This subsection provides guidance on the primary, and in many cases, secondary uses which may be appropriate in certain areas of the City and to update zoning district regulations.
- **Compatible Zoning Districts.** This subsection provides guidance as to which established zoning district may be most appropriate to implement the intent of the future land use category. In many cases, improvement to the City's regulations may be warranted to fully achieve the envisioned character.
- **Moving Forward.** This subsection provides guidance on proposed locations and development qualifiers which may be appropriate during zoning requests, development approvals, as well as during subsequent updates to the City's regulations.

Goals, Objectives & Actions

- **6 Goals**
- **25 Objectives**
- **89 Actions**



Goal 1: Growth & Capacity

Systematically provide public infrastructure to support current and projected development in a quality, cost effective manner.

- **GC 1.1.7.** Maintain a water conservation program that applies to both City facilities and private land development.
- **GC 1.2.4.** Consider additional development impact fees so new growth contributes its fair share for likely expansions in community facilities and services.
- **GC 1.3.3**. Evaluate opportunities for multi-functional drainage improvements in Old Town.
- **GC 1.3.5.** Adopt regulatory policy similar to that of Harris County for development within the floodplain.
- **GC 1.3.6.** Improve coordination with Harris County regarding necessary maintenance along the county's drainage corridors.

Goal 2: Land Use & Development

Work with the development community to meet the needs of a growing community while protecting the valued small-town character of Tomball.

- **LU 2.2.1.** Review and evaluate development codes to align with the community's vision for the future as set out in this comprehensive plan.
- **LU 2.4.1.** Work with area partners to develop educational materials explaining opportunities and benefits for rural land preservation.

Goal 3: Mobility

Strive to address mobility concerns by partnering with other jurisdictions as well as promoting alternative routes across the community.

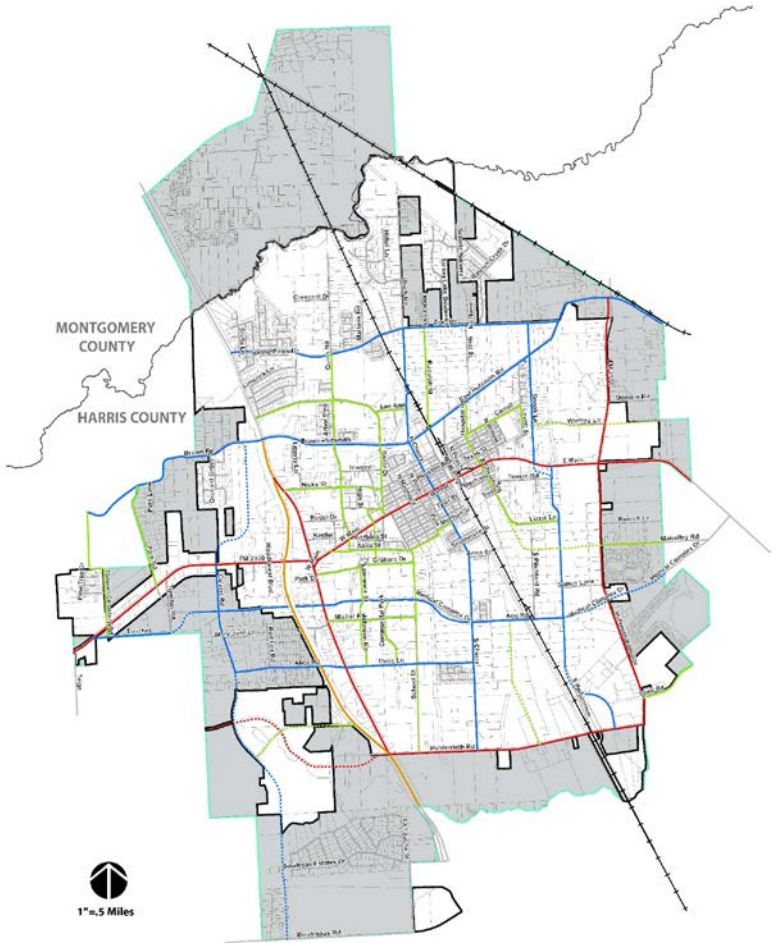
- **MO 3.2.2.** Perform safety audits at high accident locations to minimize the congestion-related impacts of crashes.
- **MO 3.2.3.** Investigate an alternative to FM 2920 to provide a bypass for through traffic and heavy trucks.
- **MO 3.2.4.** Invest in improvements to east/west thoroughfares.
- **MO 3.3.2.** Develop objectives, detailed standards, and guidelines for the treatment of public streetscapes to improve safety and walkability; recommendations should address street trees, street lighting, street furniture, traffic calming, and other pertinent issues.

- **MO 3.2.2.** Perform safety audits at high accident locations to minimize the congestion-related impacts of crashes.

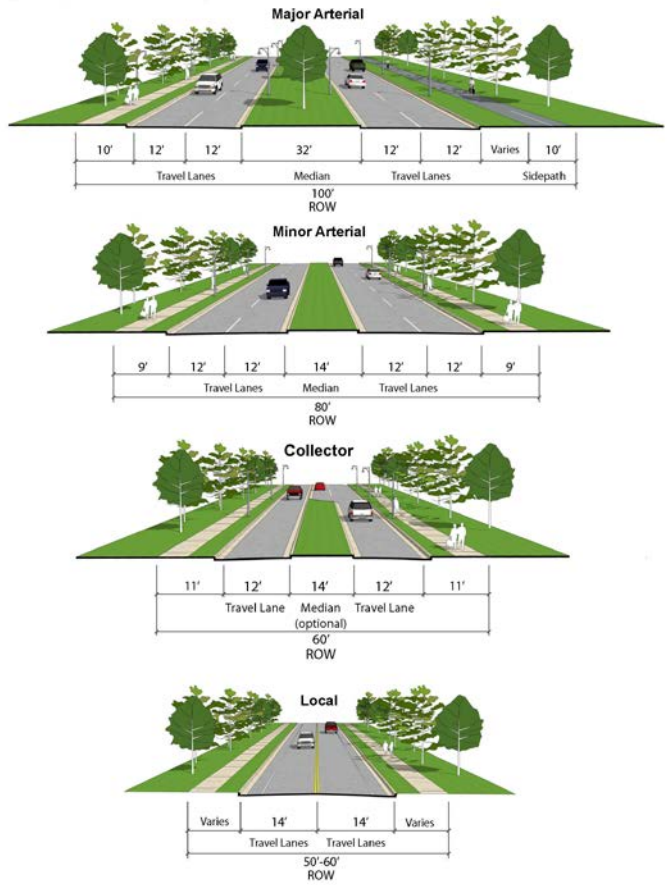
- **MO 3.3.3.** Continue to partner with area agencies and stakeholders to implement the improvements set out in the FM 2920 Access Management Study (2008).
- **MO 3.4.1.** Support a Grand Parkway (SH 99) traffic interchange at SH 249.
- **MO 3.4.2.** Establish a traffic calming program to maintain appropriate traffic conditions on residential streets to ensure safety.

Goal 3: Mobility

Strive to address mobility concerns by partnering with other jurisdictions as well as promoting alternative routes across the community.



DEFINING ELEMENTS	MAJOR ARTERIAL	MINOR ARTERIAL	COLLECTOR	LOCAL STREET
PURPOSE	Mobility and continuous traffic flow are a primary function, while access is secondary. Connects primarily to other arterials.	Connects major arterials and lower classification collectors. Continuous traffic flow is still the primary function, while access is secondary.	Collects local street traffic to the arterial network. Transport of the this traffic is the primary function, however access as a function may be successful.	Provides direct access to properties. Intended to carry traffic to collector streets, but access is the primary function. Best paired with slower speeds.
FUNCTIONAL ROLE	Serves the highest volumes of traffic. Provides regional connections to area communities.	Serves high volumes of traffic at citywide scale. It connects activity centers to major arterials.	Connects local land uses to the greater community. May serve as the effective spine of a new development.	Provides direct access to abutting properties.
NUMBER OF LANES	4 to 6 lanes of travel; up to two turn lanes	4 to 5 lanes; one turn lane	2 to 3 lanes; one turn lane	2 lanes
MEDIAN	Medians are intended to provide both refuge for pedestrian crossing and landscaping.	Medians are intended to provide both refuge for pedestrian crossing and landscaping.	Medians are appropriate to improve aesthetics and access management.	N/A
ROW	100 ft.	80 ft.	60 ft.	50 - 60 ft.
ACCESS	State facility guidelines	State facility guidelines	Commercial Driveway Access	Driveway Access
NEIGHBORHOOD RELATIONSHIP	Connects neighborhoods to the greater area.	Defines boundaries and connects neighborhoods to the community.	Disseminates from and funnels to traffic street system.	Internal access.
ON-STREET PARKING	Restricted	Restricted	Allowed in certain circumstances	Permitted
SIDEWALKS	7 ft.	6 ft.	5 ft.	5 ft.
TRAFFIC CALMING	No	No	Yes	Yes
TRUCK ROUTES	Permitted	Permitted	No, except for industrial areas	No



Goal 3: Mobility

Strive to address mobility concerns by partnering with other jurisdictions as well as promoting alternative routes across the community.

DEFINING ELEMENTS	MAJOR ARTERIAL	MINOR ARTERIAL	COLLECTOR	LOCAL STREET
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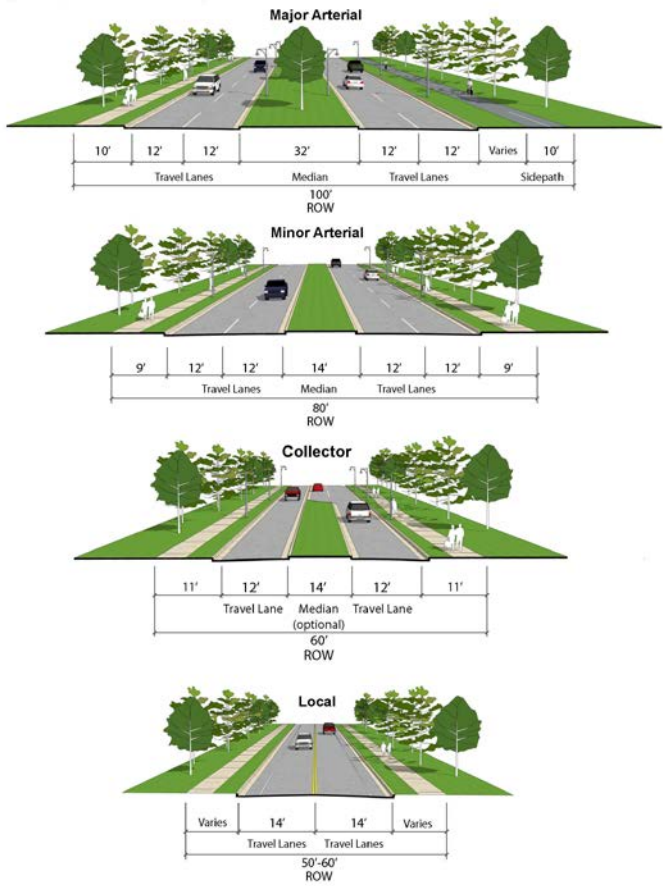


Goal 3: Mobility

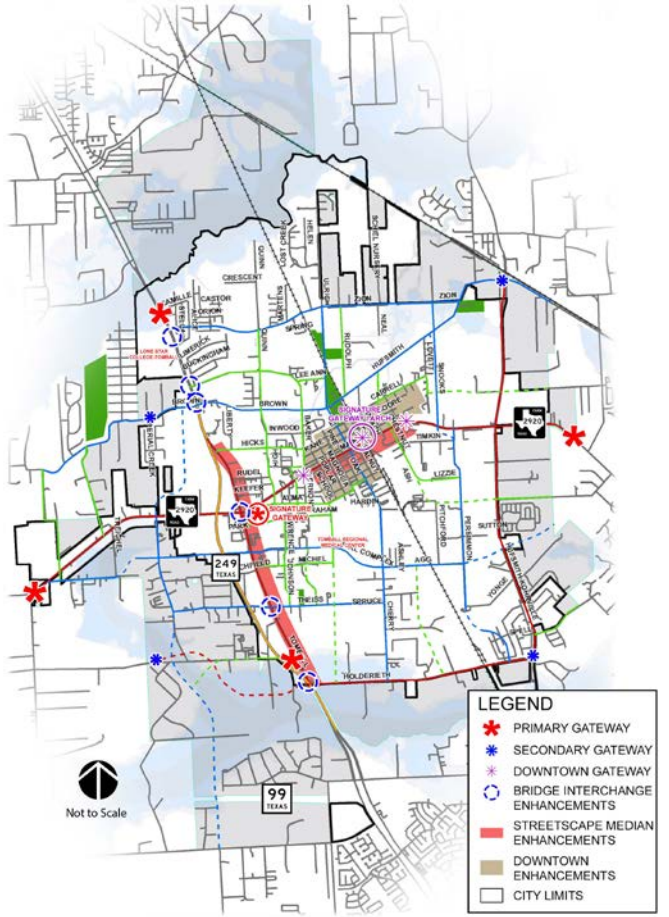
Strive to address mobility concerns by partnering with other jurisdictions as well as promoting alternative routes across the community.

- **MO 3.4.3.** Evaluate the long-term opportunities and constraints of establishing an intracity circulator in Tomball.
- **MO 3.5.2.** Use technology to improve safety at grade crossings that cause the least environmental harm (e.g., automated horn systems).
- **MO 3.6.1.** Consider the establishment of a Trails Master Plan to ensure effective implementation of a on-and off-street trail system.

Goal 4: Community Livability

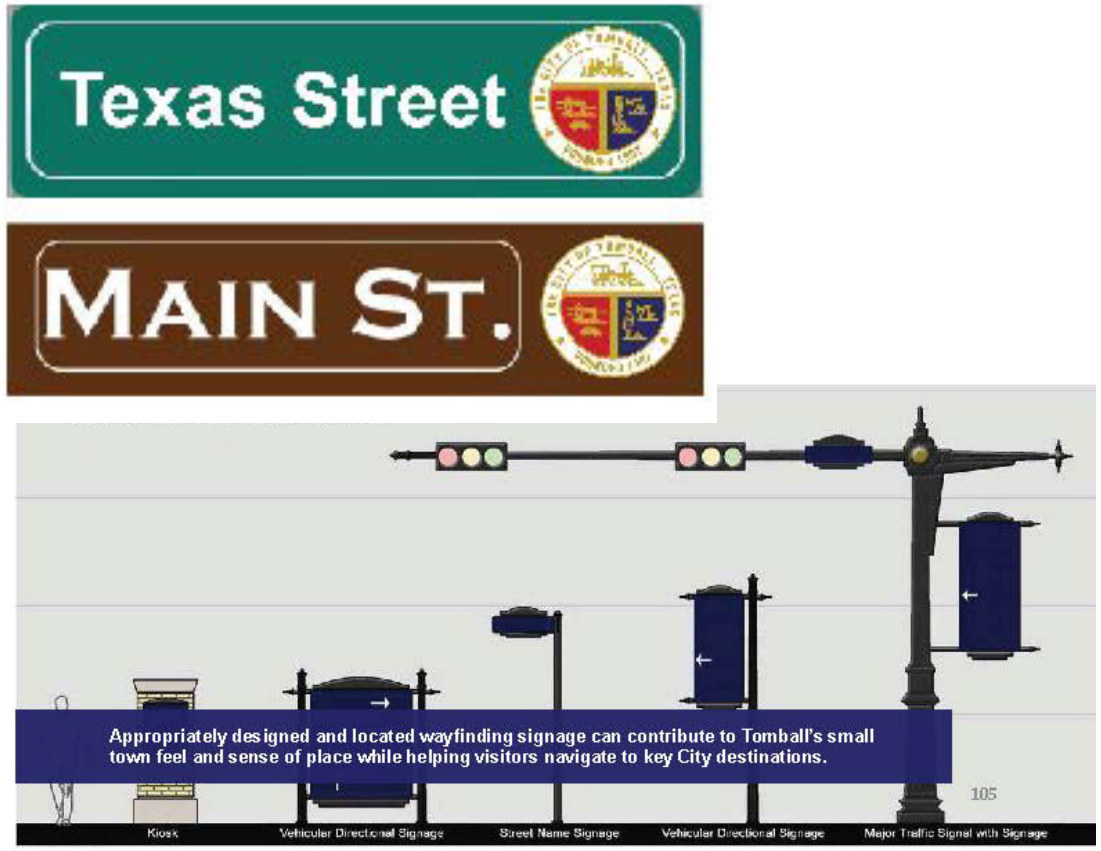
Continue to recognize old town as an important economic and cultural center of the community and promote Tomball's sense of place in all projects.

- **CL 4.1.1.** Identify alternative financing solutions to address the growing infrastructure needs of Old Town.
- **CL 4.1.3.** Develop a Tourism Strategic Plan to identify and implement appropriate strategies for expanding tourism in Tomball.
- **CL 4.1.4.** Develop and implement a strategy to develop public art and cultural amenities in Old Town.
- **CL 4.2.1.** Establish a program to fund community image enhancement projects in Tomball.



Goal 4: Community Livability

Continue to recognize old town as an important economic and cultural center of the community and promote Tomball's sense of place in all projects.



- **CL 4.3.1.** Develop and implement a wayfinding signage program in Tomball.
- **CL 4.3.2.** Develop design guidelines for alley enhancements and identify locations for application.
- **CL 4.3.4.** Enhance public landscaping along prominent corridors and entries into Tomball.
- **CL 4.3.5.** Consider replacing and enhancing street signage throughout Tomball to improve community identification.

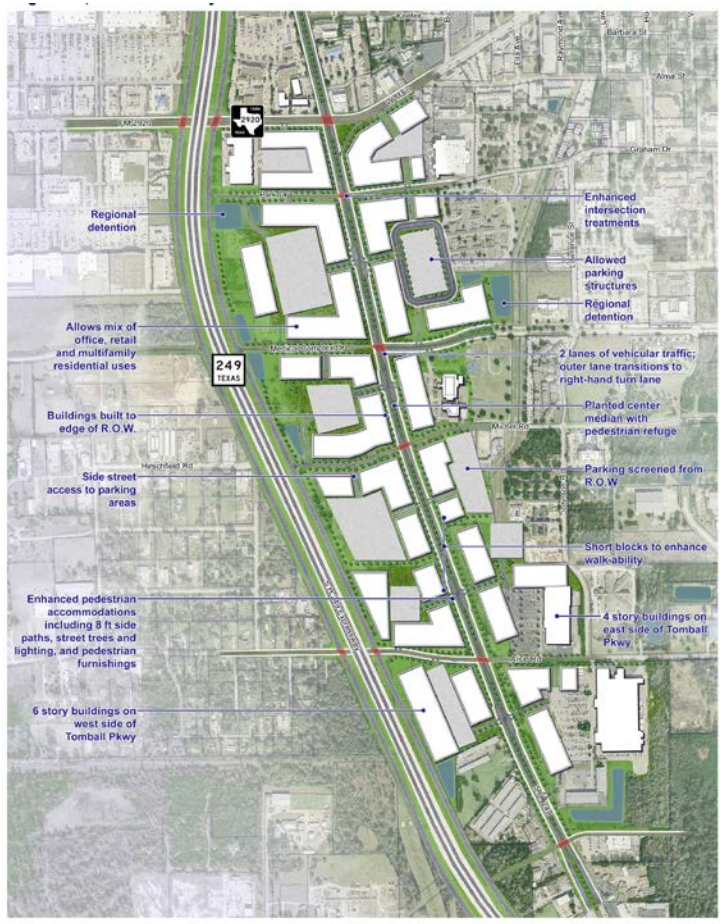
Goal 5: Economic Development

Identify areas of reinvestment and re-imaging so that all parts of Tomball contribute to a prosperous future.

- **ED 5.2.1.** Establish a Medical Campus Specific Area Plan in order to institute land use policy and development standards that promote and protect Tomball's medical industry.
- **ED 5.4.4.** Identify and evaluate partnership opportunities to establish a local Convention and Visitors Bureau specifically for Tomball.

Goal 5: Economic Development

Identify areas of reinvestment and re-imaging so that all parts of Tomball contribute to a prosperous future.



Goal 6: Community Facilities & Services

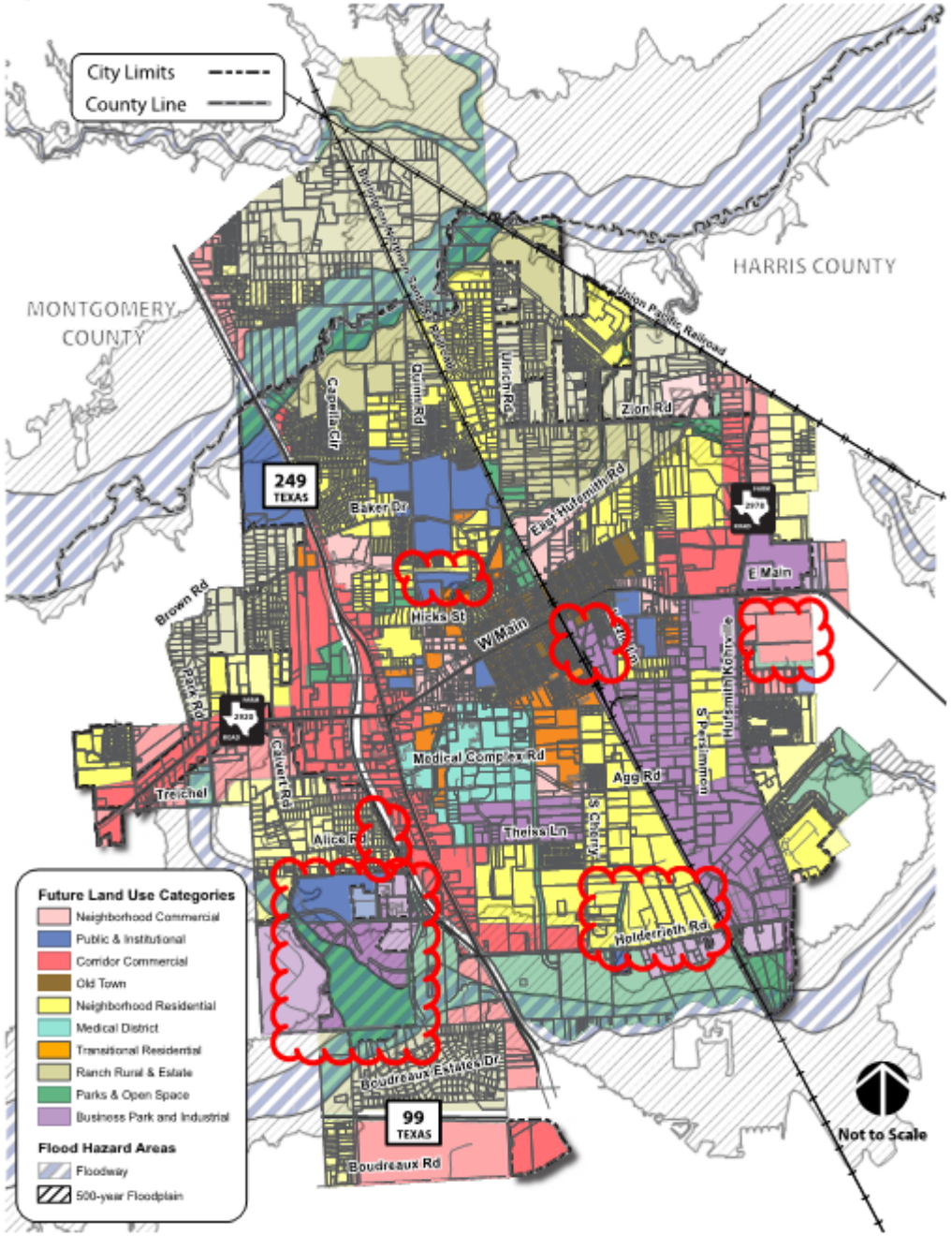
Provide high-quality community facilities and services which are forward thinking and responsive to the needs of the Tomball community.

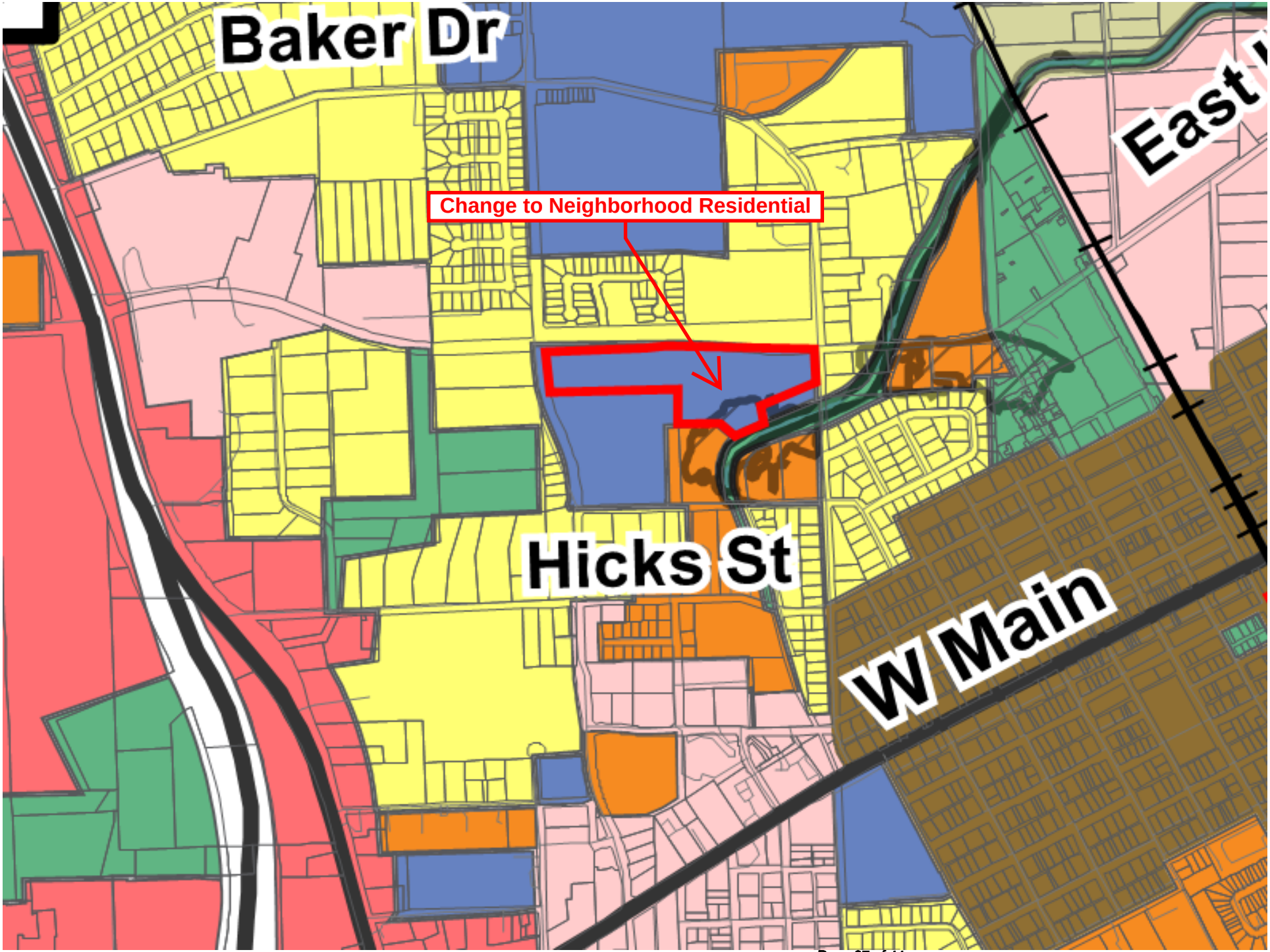
- **CF 6.1.1.** Fund efforts to complete a Parks Master Plan.
- **CF 6.2.4.** Evaluate near-term needs to improve operations at the City's existing police department.
- **CF 6.3.3.** Evaluate opportunities to formalize a Fire Explorer program for the community.
- **CF 6.3.6.** Conduct a staffing manpower study to evaluate the long-term operational needs of the volunteer firefighter program.
- **CF 6.3.8.** Undertake a Fire Department facility study to prepare for long-term station development.

Next Steps

- Identify any final comments on plan chapters
- Sept. 9th – P&Z Public Hearing
- Sept. 16th – City Council 1st Reading

Figure 4.5, Tomball Future Land Use Plan

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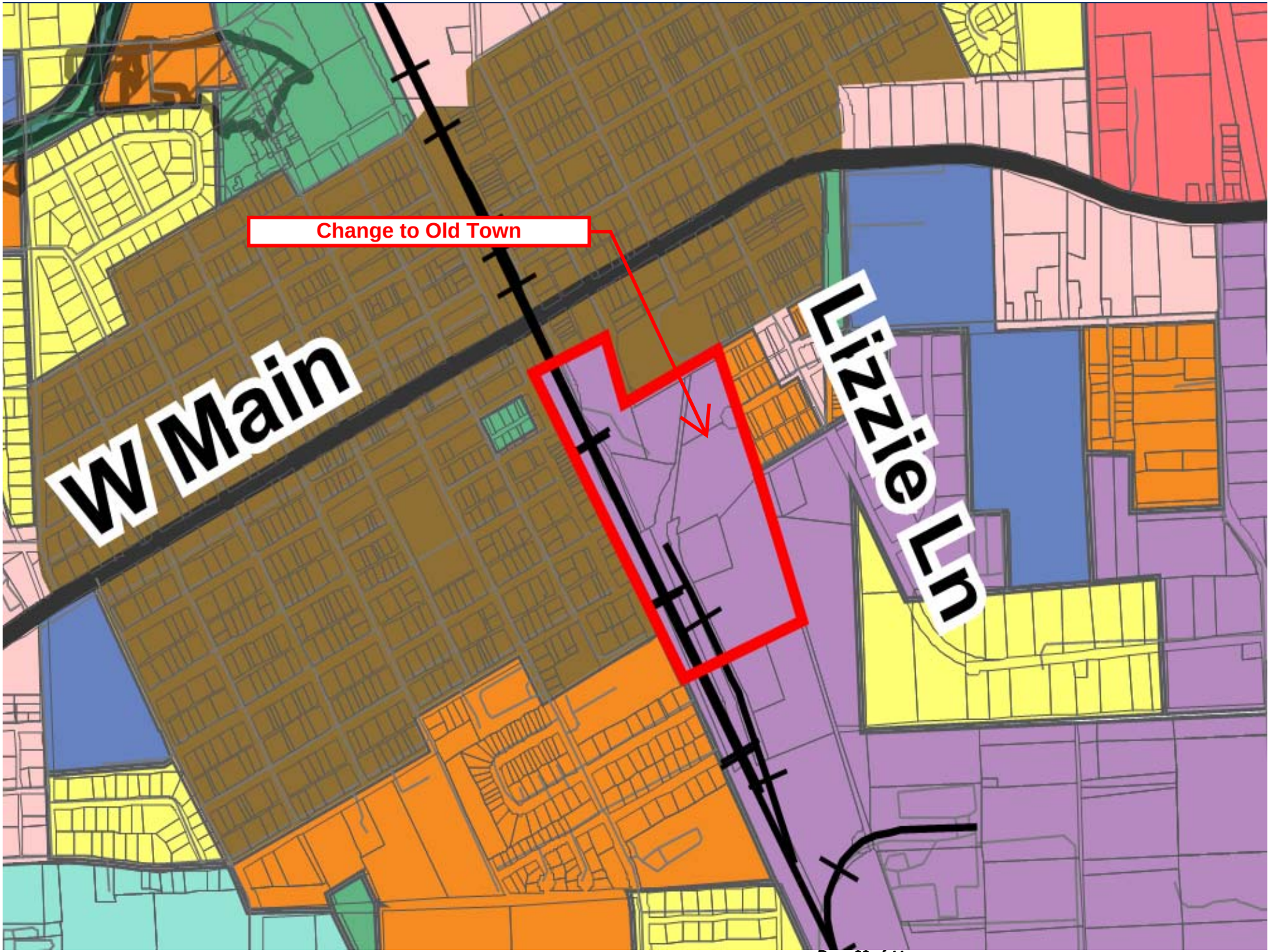
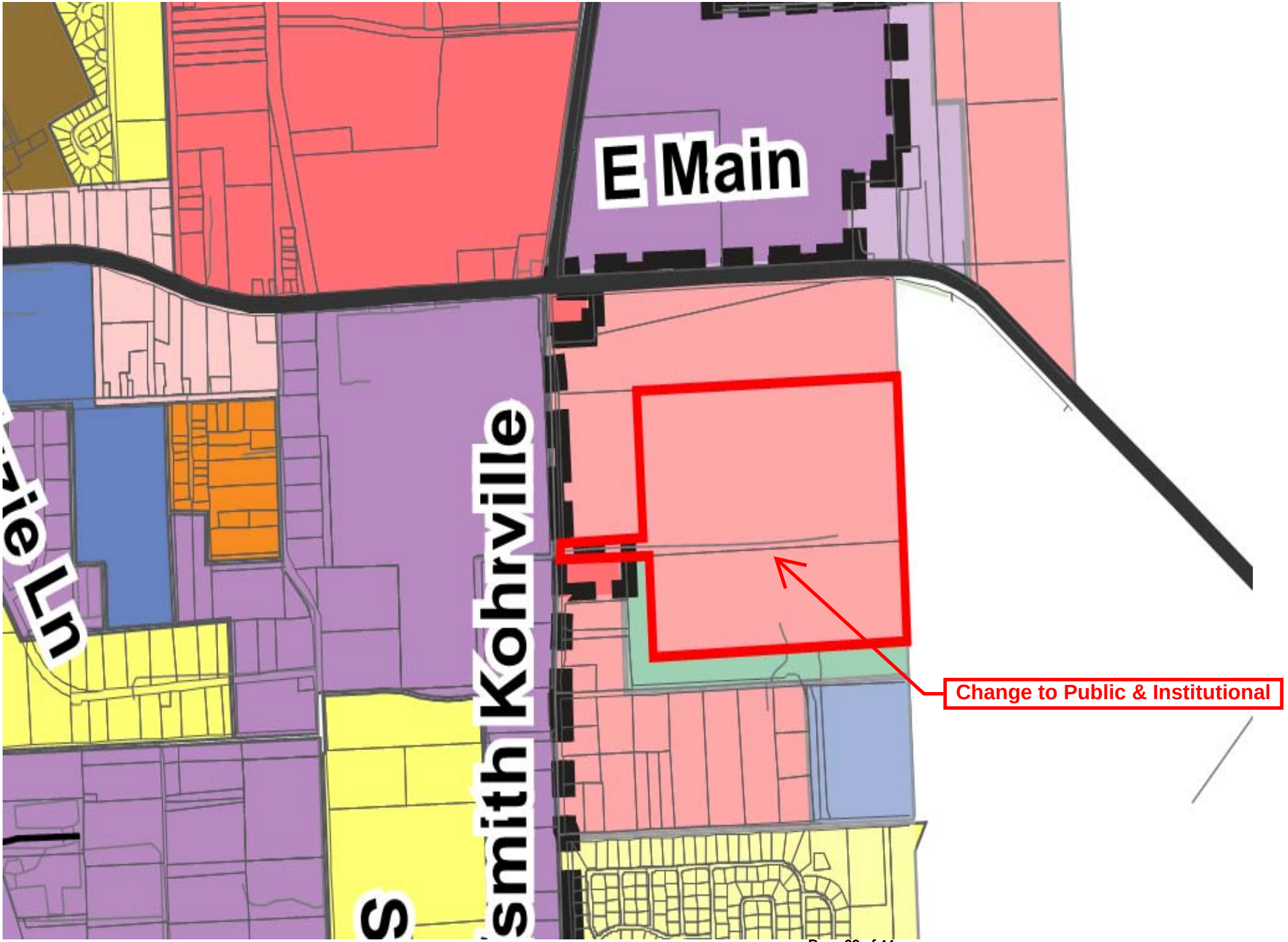
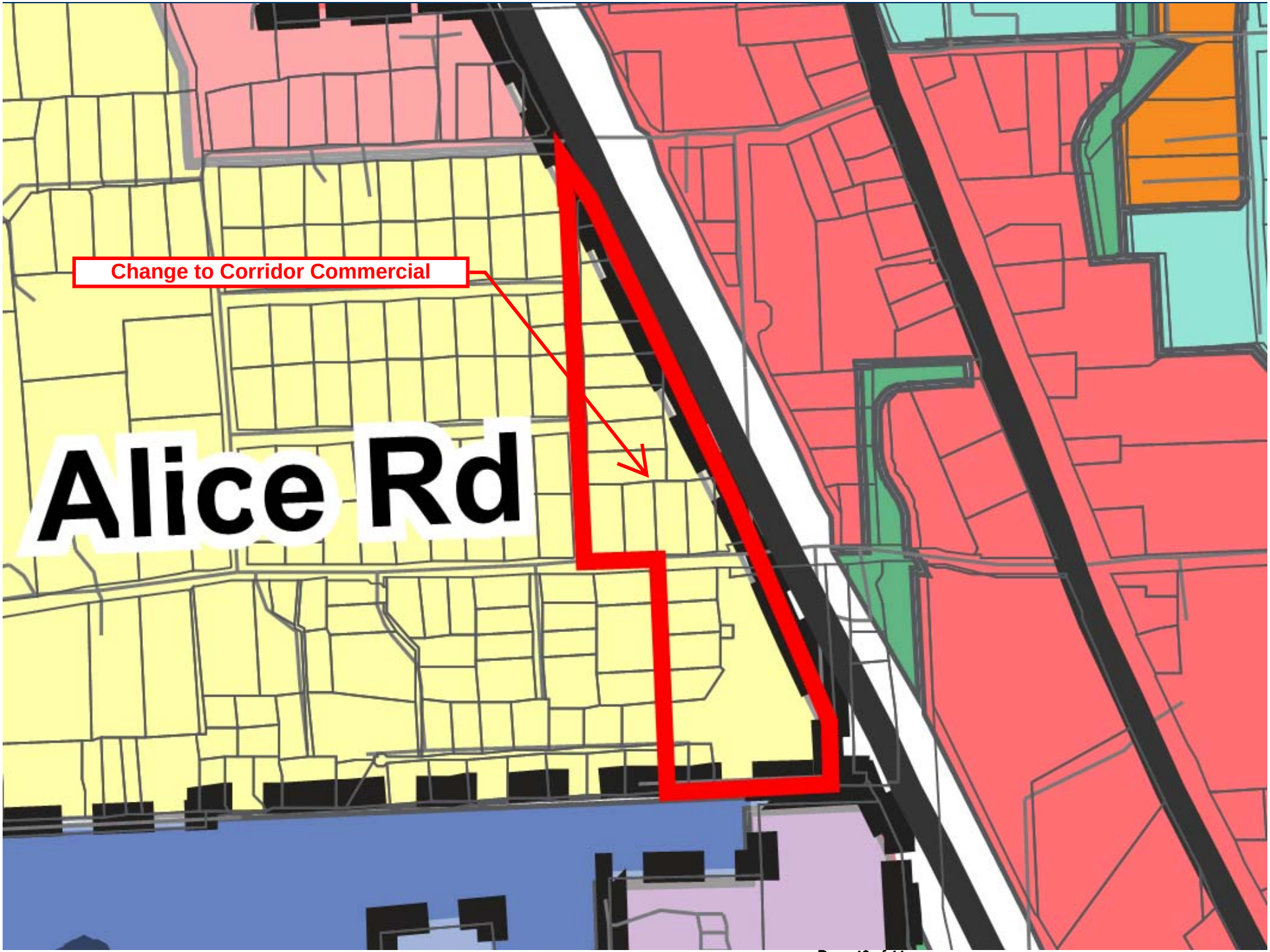
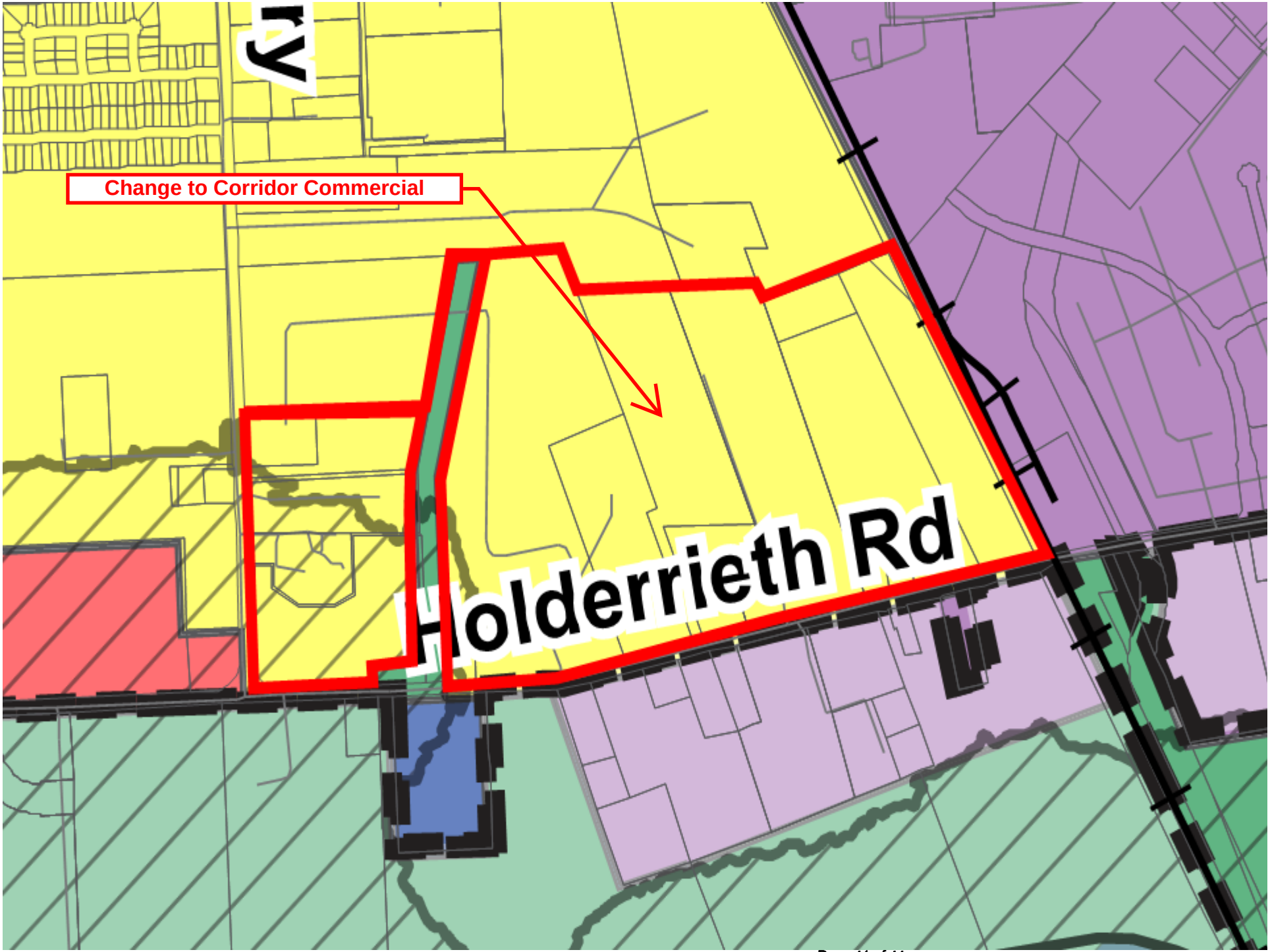
Hicks St
W Main


Change to Old Town
W Main
Lizzie Ln


E Main
Kohrville
Change to Public & Institutional


Change to Corridor Commercial
Alice Rd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Holderrieth Rd

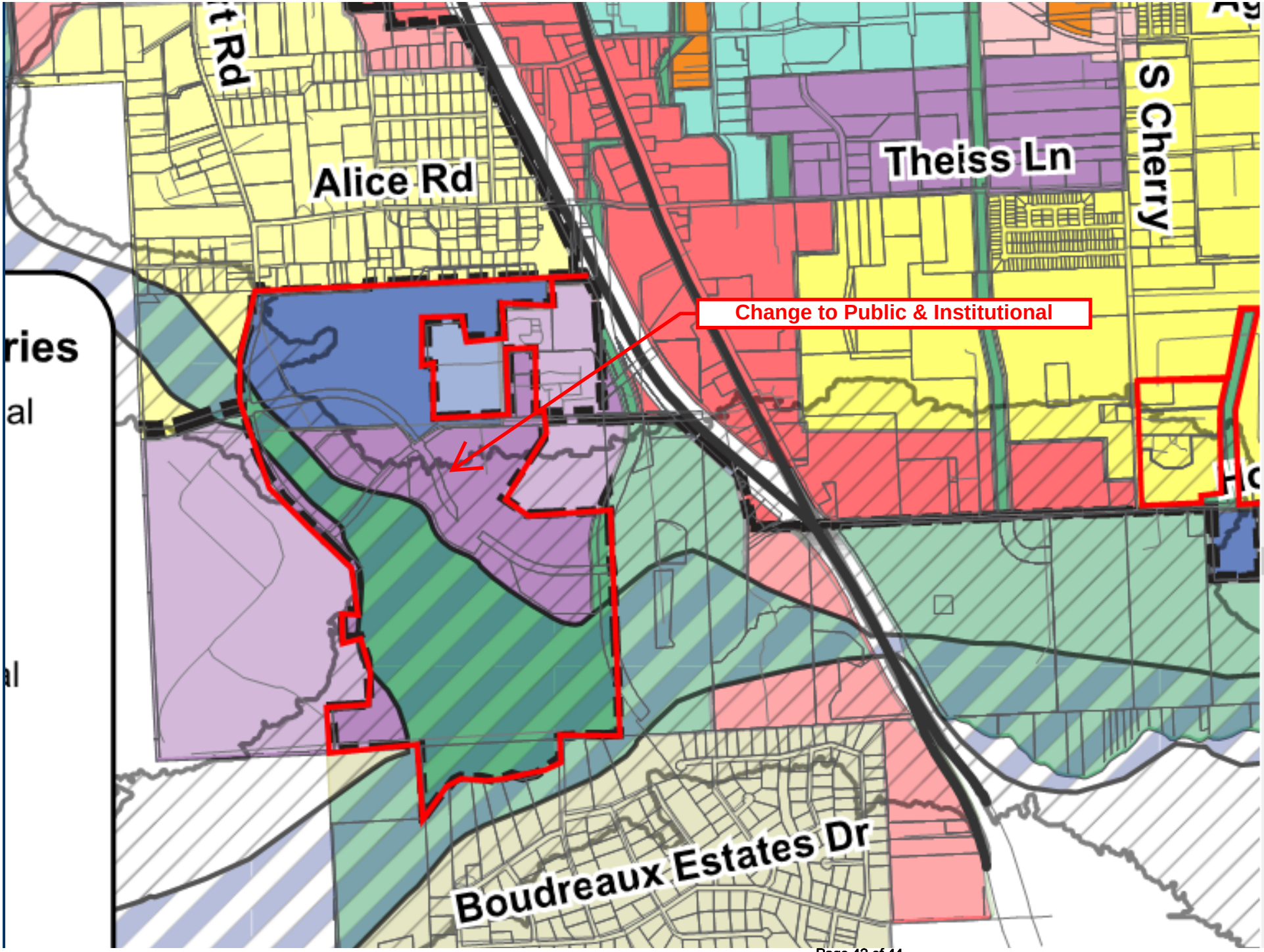
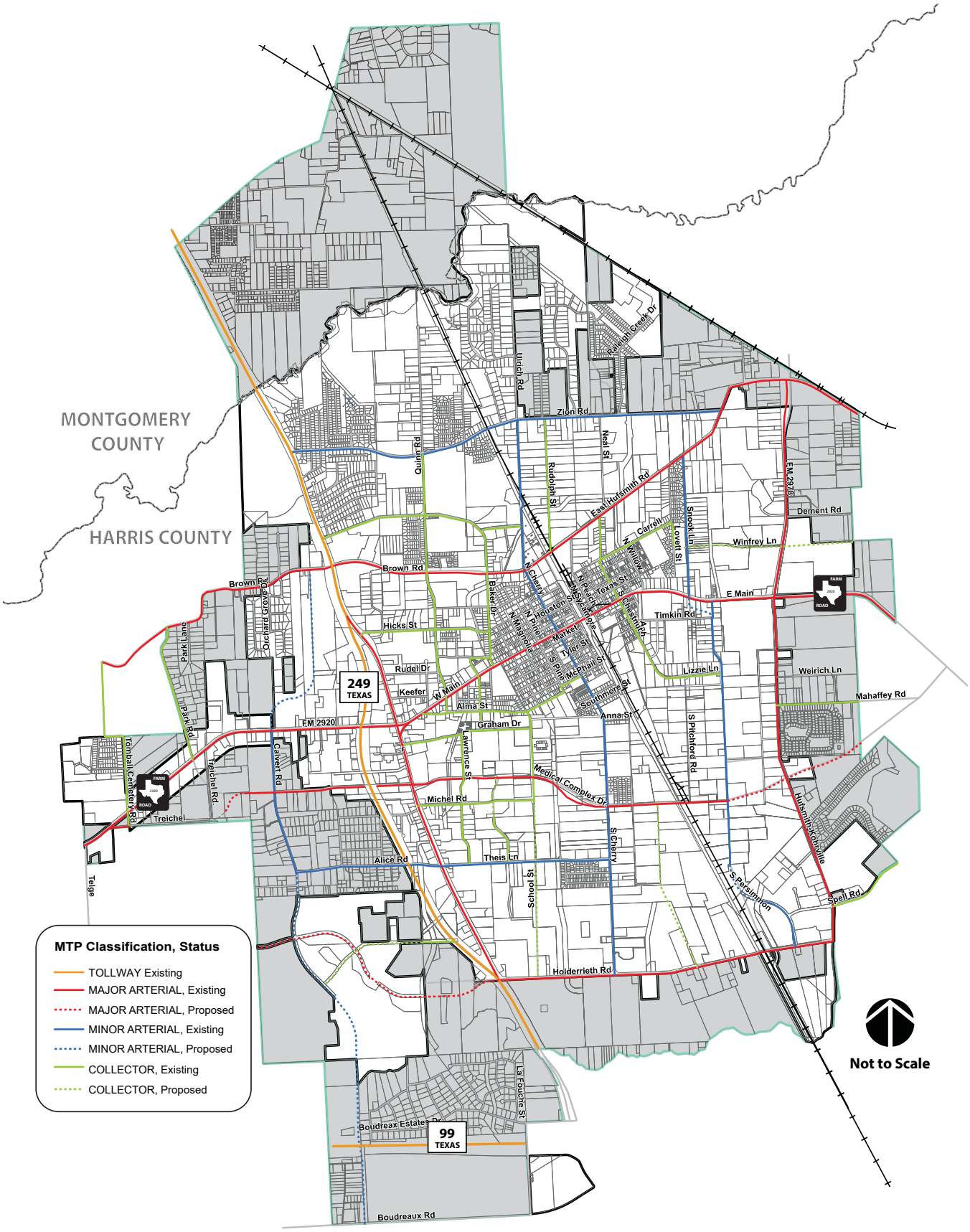

Alice Rd
Theiss Ln
S Cherry
Change to Public & Institutional
Boudreaux Estates Dr

Figure 4.6, Major Thoroughfare Plan



NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
SEPTEMBER 9, 2019
&
CITY COUNCIL
SEPTEMBER 16, 2019

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, September 9, 2019, at 6:00 P.M.,** and by the City Council of the City of Tomball on **Monday, September 16, 2019, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

The Tomball Comprehensive Plan will guide future growth and development in the City of Tomball. The draft Plan provides guidance for the City's future development in the areas of land use, circulation, economic opportunity, parks and recreation and growth capacity.

The draft Comprehensive Plan is available for public review at the following locations:

- Tomball Public Works Building (501 James Street) during normal business hours
- The City of Tomball website: https://tomballtx.gov/404/Comprehensive-Plan

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Further information may be obtained by contacting the City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **September 2019** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Amelia Lindley
Amelia Lindley
City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

Approve Resale Deed for Property acquired by Foreclosure Tax Sale in Cause No. 1998-28226, styled *City of Tomball, et al vs. Morris, Anna,* said Property being described as: Lot No. 23, Block No. 103, Tomball, Located in Harris County Texas and Being More Particularly Described in Volume 359, Page 318 of the Deed Records of Harris County, Texas, HCAD Acct No. 035-281-004-0023, to Robert and Jill Carr, in the Amount of $2,000.00; Located at 0 Moore Street, Tomball

Background:

When taxes are owed on a property resulting in a foreclosure, those properties may be sold through a bid process with proceeds paid to the taxing entities for back taxes. The subject property is located at 0 Moore Street in Tomball. We request approval of the sale of the property to Robert and Jill, in the amount of $2,000.00.

The City of Tomball will receive $57.94 in post-judgment and back taxes/interest and the property will return to the tax roles under new ownership.

Origination:

Perdue, Brandon, Fielder, Collins and Mott, LLP, Attorneys at Law

Recommendation:

Staff recommends approval.

Party(ies) responsible for placing this item on agenda:

Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resale Deed - Lot 23 Block 103 - COT to Robert and Jill Carr
Bid Analysis - Lot 23 Block 103
HCAD Map - Lot 23 Block 103

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)

THE STATE OF TEXAS	§	
	§	RESALE DEED
COUNTY OF HARRIS	§	

KNOW ALL MEN BY THESE PRESENTS that the CITY OF TOMBALL FOR ITSELF AND AS TRUSTEE FOR TOMBALL INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT, HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, HARRIS COUNTY HOSPITAL DISTRICT , STATE OF TEXAS AND NORTH HARRIS-MONTGOMERY COMMUNITY COLLEGE DISTRICT (HARRIS COUNTY), acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TEN DOLLARS AND 00/100 ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by ROBERT & JILL CARR ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by these presents do convey and quitclaim unto said grantee all right, title and interest of the CITY OF TOMBALL, TRUSTEE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1998-28226, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 1998-28226, styled *City of Tomball vs. Morris, Anna,* said property being described as:

> TRACT 1: LOT 23, BLOCK 103 OF TOMBALL, LOCATED IN HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 359, PAGE 318, OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS. (HCAD ACCOUNT NUMBER: 035-281-004-0023)

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said ROBERT & JILL CARR, his heirs and assigns forever, so that neither the CITY OF TOMBALL, TRUSTEE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1998-28226 nor any person claiming under it or them shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Grantee accepts the property in "AS IS, WHERE IS" condition, subject to any environmental conditions that might have or still exist on said property and subject to the rights

of any parties in possession of the property.

Post judgment taxes and taxes for the current year are assumed by Grantee.

IN TESTIMONY WHEREOF, THE CITY OF TOMBALL, TRUSTEE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1998-28226 have caused these presents to be executed this _____day of _____ 2019.

CITY OF TOMBALL, TRUSTEE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1998-28226

_____

GRETCHEN FAGAN, MAYOR

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Gretchen Fagan, Mayor of City of Tomball, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2019.

_____

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

Grantee: Robert & Jill Carr
9302 Southleigh Dr.
Spring, TX 77379

PRIVATE RESALE BID ANALYSIS

Cause Number:	1998-28226	Strike Off Date:	3/7/2000
Style:	City of Tomball vs. Morris, Anna	Property Value:	$ 2,000.00
Account Number(s):	035-281-004-0023	Minimum Bid at first sale:	$ 2,000.00
Bid Amount:	**$ 2,000.00**	Redemption Expired:	3/7/2002
Bidder Name:	**Robert & Jill Carr**	Amount Accompanying Offer:	$ 272.47
Total collected:	$ 2,272.47		

Judgment Information

Tax Entity	Tax Years	Amount Due
Tomball ISD	1978-1998	$ 2,083.36
City of Tomball	1978-1998	$ 732.13
Harris County	1979-1998	$ 714.46
Total:		$ 3,529.95

Costs

Publication Fee (Tax Sale): (Payable to Daily Court Review)		$ 175.00
Ad Litem Fee: (Payable to Jonathan E. Axelrad)		$ 850.00
Court Costs: (Payable to Marilyn Burgess include Constable sale fee)		$ 638.00
Tax Master Fee: (Payable to Chris Stacy-270th)		$ 50.00
Original Deed Fee: (Payable to PBFCM)		$ 20.00
Research Fee: (Payable to PBFCM)		$ 150.00
	Total:	**$ 1,883.00**

Other Costs *(paid seperately)*

Resale Deed Fee: (Payable to PBFCM)		$ 20.00
	Total	**$ 20.00**

Post Judgment Taxes *(paid seperately)*

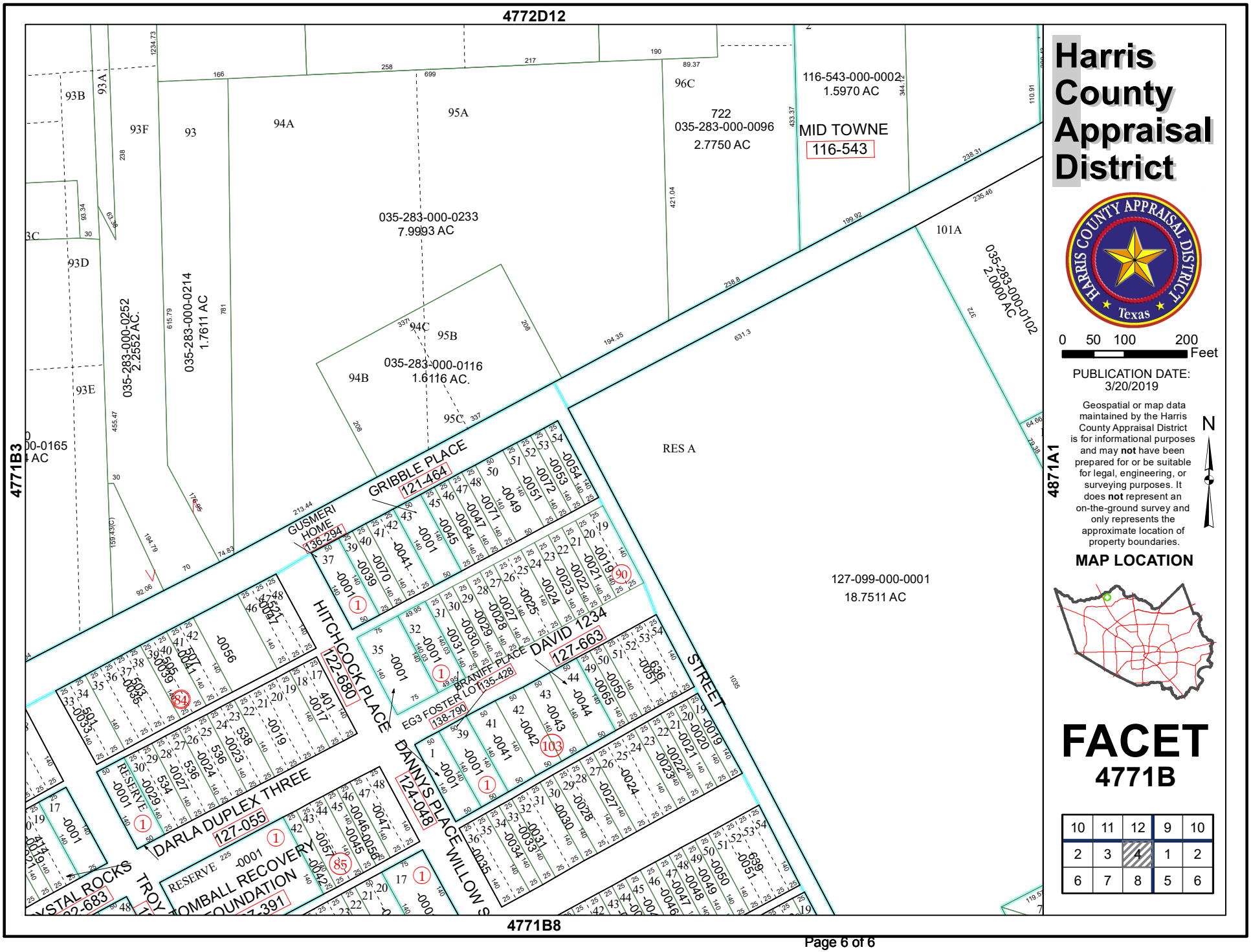
Tax Entity	Tax Years	Amount Due
Tomball ISD	1999-2000	$ 161.70
City of Tomball	1999-2000	$ 33.67

Harris County	1999-200	$	77.10
	Total:	$	272.47

Proposed Distribution

Bid Amount:	$	2,000.00	Costs:	$	1,883.00
Net Distribute:	$	117.00			

Tax Entity	%	Amount to Disburse	Apply to:
Tomball ISD	59%	$ 69.05	pay amount for 1978-1998 based on 7/2014 p/i
City of Tomball	21%	$ 24.27	pay amount for 1978-1998 based on 7/2014 p/i
HC	20%	$ 23.68	pay amount for 1979-1998 based on 7/2014 p/i
Costs		$ 1,883.00	Judgment costs/tax sale/ tax resale
Tomball ISD	**1999-2000**	$ 161.70	p/j taxes based on september 2019 p/i
City of Tomball	**1999-2000**	$ 33.67	p/j taxes based on september 2019 p/i
Harris County	**1999-200**	$ 77.10	p/j taxes based on september 2019 p/i
	Total:	**$ 2,272.47**	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Harris County Appraisal District
HARRIS COUNTY APPRAISAL DISTRICT
Texas
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PUBLICATION DATE:
3/20/2019
Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.
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MAP LOCATION
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121-464
GUSMERI HOME
136-294
HITCHCOCK PLACE
122-680
DAVID 1234
127-663
BRANIFF PLACE
135-428
EG3 FOSTER LOT
138-790
DANNYS PLACE
124-048
WILLOW S
STREET
DARLA DUPLEX THREE
127-055
TOMBALL RECOVERY
FOUNDATION
CRYSTAL ROCKS
TROY

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

Approve Resale Deed for Property acquired by Foreclosure Tax Sale in Cause No. 1998-28227, styled *City of Tomball, et al vs. Johnson, T. H.,* said Property being described as: Lot No. 33, Block No. 103, Tomball, Located in Harris County Texas and Being More Particularly Described in Volume 1008, Page 47 of the Deed Records of Harris County, Texas, HCAD Acct No. 035-281-004-0033, to Robert and Jill Carr, in the Amount of $2,000.00; Located at 0 Moore Street, Tomball

Background:

When taxes are owed on a property resulting in a foreclosure, those properties may be sold through a bid process with proceeds paid to the taxing entities for back taxes. The subject property is located at 0 Moore Street in Tomball. We request approval of the sale of the property to Robert and Jill, in the amount of $2,000.00.

The City of Tomball will receive $31.14 in post-judgment and back taxes/interest and the property will return to the tax roles under new ownership.

Origination:

Perdue, Brandon, Fielder, Collins and Mott, LLP, Attorneys at Law

Recommendation:

Staff recommends approval.

Party(ies) responsible for placing this item on agenda:

Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resale Deed - Lot 33 Block 103 to Robert and Jill Carr
Bid Analysis - Lot 33 Block 103
HCAD Map - Lot 33 Block 103

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.
(Language pursuant to Section 11.008 of the Texas Property Code)

THE STATE OF TEXAS §
§ RESALE DEED
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS that the CITY OF TOMBALL FOR ITSELF AND AS TRUSTEE FOR TOMBALL INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT, HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, HARRIS COUNTY HOSPITAL DISTRICT , STATE OF TEXAS AND NORTH HARRIS-MONTGOMERY COMMUNITY COLLEGE DISTRICT (HARRIS COUNTY), acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TEN DOLLARS AND 00/100 ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by ROBERT & JILL CARR ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by these presents do convey and quitclaim unto said grantee all right, title and interest of the CITY OF TOMBALL, TRUSTEE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1998-28227, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 1998-28227, styled *City of Tomball vs. Johnson, T. H.,* said property being described as:

> TRACT 1: LOT 33, BLOCK 103 OF TOMBALL, LOCATED IN HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 1008, PAGE 47 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS. (HCAD ACCOUNT NUMBER: 035-281-004-0033)

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said ROBERT & JILL CARR, his heirs and assigns forever, so that neither the CITY OF TOMBALL, TRUSTEE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1998-28227 nor any person claiming under it or them shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Grantee accepts the property in "AS IS, WHERE IS" condition, subject to any environmental conditions that might have or still exist on said property and subject to the rights

of any parties in possession of the property.

Post judgment taxes and taxes for the current year are assumed by Grantee.

IN TESTIMONY WHEREOF, THE CITY OF TOMBALL, TRUSTEE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1998-28227 have caused these presents to be executed this _____day of _____ 2019.

CITY OF TOMBALL, TRUSTEE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 1998-28227

_____

GRETCHEN FAGAN, MAYOR

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Gretchen Fagan, Mayor of City of Tomball, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2019.

_____

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

Grantee: Robert & Jill Carr
9302 Southleigh Dr.
Spring, TX 77379

PRIVATE RESALE BID ANALYSIS

Cause Number:	1998-28227	Strike Off Date:	3/7/2000
Style:	City of Tomball vs. Johnson, T. H.	Property Value:	$ 2,000.00
Account Number(s):	035-281-004-0033	Minimum Bid at first sale:	$ 2,000.00
Bid Amount:	**$ 2,000.00**	Redemption Expired:	3/7/2002
Bidder Name:	**Robert & Jill Carr**	Amount Accompanying Offer:	$ 273.29
Total collected:	$ 2,273.29		

Judgment Information

Tax Entity	Tax Years	Amount Due
Tomball ISD	1978-1998	$ 2,073.44
City of Tomball	1978-1998	$ 579.47
Harris County	1979-1998	$ 804.09
Total:		$ 3,457.00

Costs

Publication Fee (Tax Sale): (Payable to Daily Court Review)		$ 175.00
Ad Litem Fee: (Payable to William D. Archer)		$ 1,300.00
Court Costs: (Payable to Marilyn Burgess include Constable sale fee)		$ 638.00
Tax Master Fee: (Payable to Chris Stacy-295th)		$ 50.00
Original Deed Fee: (Payable to PBFCM)		$ 20.00
Research Fee: (Payable to PBFCM)		$ 150.00
	Total:	**$ 2,333.00**

Other Costs *(paid seperately)*

Resale Deed Fee: (Payable to PBFCM)		$ 20.00
	Total	**$ 20.00**

Post Judgment Taxes *(paid seperately)*

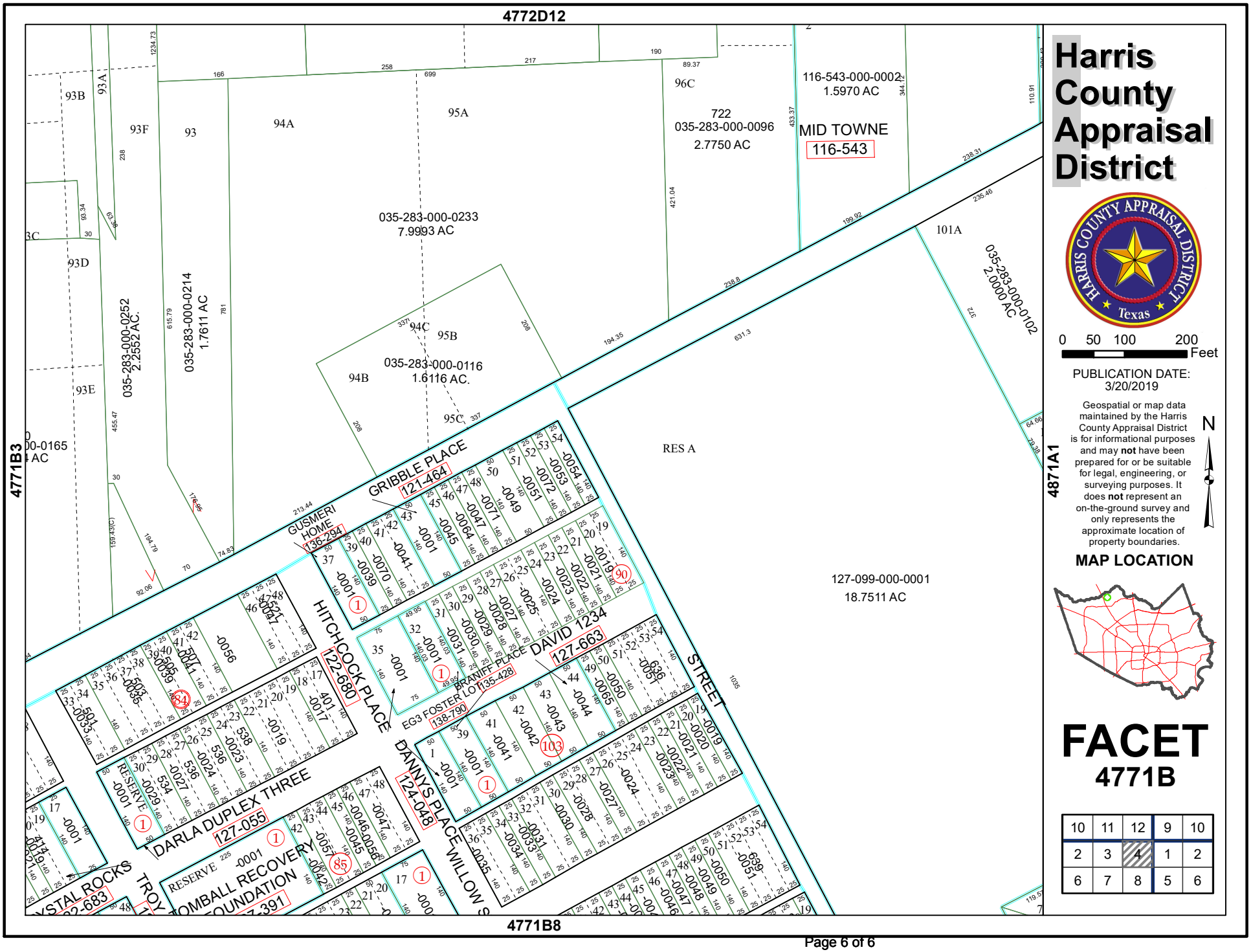
Tax Entity	Tax Years	Amount Due
Tomball ISD	1999-2000	$ 150.65
City of Tomball	1999-2000	$ 31.14

Harris County	1999-2000	$	71.50
	Total:	$	253.29

Proposed Distribution

Bid Amount:	$	2,000.00	Costs:	$	2,333.00
Net Distribute:	$	(333.00)			

Tax Entity	%	Amount to Disburse	Apply to:
Tomball ISD	60%	$ -	pay amount for 1978-1998 based on 7/2014 p/i
City of Tomball	17%	$ -	pay amount for 1978-1998 based on 7/2014 p/i
HC	23%	$ -	pay amount for 1979-1998 based on 7/2014 p/i
Costs		$ 2,000.00	Judgment costs/tax sale/ tax resale
Tomball ISD	**1999-2000**	$ 150.65	p/j taxes based on september 2019 p/i
City of Tomball	**1999-2000**	$ 31.14	p/j taxes based on september 2019 p/i
Harris County	**1999-2000**	$ 71.50	p/j taxes based on september 2019 p/i
	Total:	**$ 2,253.29**	


4772D12
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4771B8
Harris County Appraisal District
HARRIS COUNTY APPRAISAL DISTRICT
Texas
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Feet
PUBLICATION DATE:
3/20/2019
Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.
N
MAP LOCATION
FACET
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93A
93F
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94A
95A
96C
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MID TOWNE
116-543
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035-283-000-0214
1.7611 AC
035-283-000-0252
2.2552 AC.
93D
93E
94C
95B
94B
035-283-000-0116
1.6116 AC.
95C
101A
035-283-000-0102
2.0000 AC
RES A
127-099-000-0001
18.7511 AC
GRIBBLE PLACE
121-464
GUSMERI HOME
136-294
HITCHCOCK PLACE
122-680
DAVID 1234
127-663
BRANIFF PLACE
135-428
EG3 FOSTER LOT
138-790
DANNYS PLACE
124-048
WILLOW S
STREET
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FOUNDATION
CRYSTAL ROCKS
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Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Approve Amended Development Agreement between the City of Tomball and Tomball Timber Trails, LLC, Amending the Original Development Agreement Approved by Council on November 5, 2018, to Include Paving as a Reimbursable Cost (TPID 8 - Timber Trails Subdivision)

Background:
It is requested that City Council approve amended development agreements for PID 8 (Timber Trails Subdivision) and PID 9 (Tomball Heights Subdivision). The only change to both agreements is to add "paving" as a reimbursable cost.

Paving costs were included in the cost estimate totals for both agreements, but the actual word “paving” was inadvertently left out of the description of reimbursable improvements in Exhibit "C". "Paving" has now been included in Exhibit "C".

This change will not affect the assessment rate for either PID as paving costs were already factored into the proposed assessments when the PIDs were created.

Origination:
Scott Bean, Hawes Hill Calderon, LLP

Recommendation:
Approve Amended Development Agreement

Party(ies) responsible for placing this item on agenda:
Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Amended Development Agreement - TPID 8

AMENDED DEVELOPMENT AGREEMENT
(AMENDING 11/5/2018 DEVELOPMENT AGREEMENT)

This Development Agreement (this "*Agreement*") is made as of October 7 , 2019, by and between the **CITY OF TOMBALL**, a municipal corporation and a home-rule city in the State of Texas (the "City"), and Tomball Timber Trails, LLC a Texas limited liability company (the "*Developer*").

RECITALS

WHEREAS, in accordance with the provisions of Chapter 372, TEX. LOCAL GOV'T CODE, and Resolution 2018-29, the City Council of the City of Tomball created the Public Improvement District Number Eight (the "*PID*") pursuant to the petition for creation from the owner thereof; and

WHEREAS, the City Council of the City has determined that it is in the bests interest of the City and the land within the PID to finance the construction of certain PID Improvements (defined below) and that an assessment against the benefited property within the PID should be made; and

WHEREAS, the Developer is the owner of certain property within the PID described in Exhibit A and B, and wishes to finance and construct certain PID projects; and

WHEREAS, the Developer intends to assist the City in the financing and construction of the PID Improvements, in exchange for the City's agreement to reimburse the Developer in accordance with the terms of this Agreement; now, therefore,

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the Developer contract and agree as follows:

ARTICLE 1
GENERAL TERMS

1.01 Definitions. The terms "*Agreement*," "*City*," "*Developer,*" "*PID*," and "*PID Agreement*" have the meanings set forth in the preamble hereof, and the following terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement, the words "shall" and "will" are mandatory, and the word "may" is permissive.

Act shall mean the Public Improvement District Assessment Act, Chapter 372, TEX. LOCAL GOV'T CODE, as amended.

Assessments shall mean assessments levied and collected in connection with the PID pursuant to the Act and the Plan, and deposited by the City into a PID Revenue Fund.

Developer Advances shall mean any funds advanced by the Developer pursuant to **Section 5.01**, and shall include any interest payable thereon.

Net Assessments shall mean the annual deposits of the Assessments into the PID Revenue Fund, less amounts reasonably required or anticipated to be required for the administration and operation of the PID in carrying out its responsibilities hereunder, including a reasonable operating reserve.

Parties or *Party* shall mean the City, and the Developer as parties to this Agreement.

PID Improvements shall mean the improvements described in **Article 3** hereof.

PID Revenue Fund shall mean the special fund established by the City and funded with payments made to the City pursuant to the PID.

Plan shall mean the final Service and Assessment Plan for the PID as approved by City Council in accordance with the Act.

Project shall mean the residential development within the PID projected to be carried out by the Developer described on Exhibit B.

1.02 Singular and plural; gender. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

ARTICLE 2
REPRESENTATIONS

2.01 Representations of the City. The City hereby represents that:

a. The City is duly authorized and is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

b. The City has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the City, and (iii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

c. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

2.02. Representations of the Developer. The Developer hereby represents that:

a. The Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

b. The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or any provisions of the Developer's organizational documents, and (iii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

c. The Developer has sufficient capital to perform its obligations under this Agreement and will commence construction of the Project within eighteen (18) months of execution of this Agreement.

d. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

ARTICLE 3
THE PLAN AND PID IMPROVEMENTS

3.01 The PID Improvements. The PID Improvements are intended to enhance the proposed implementation of a development within the PID constituting the Project, as more fully described in the Plan.

3.02 PID Improvements description. The PID Improvements consist of acquisition, construction and development of the public improvements within the portion of the PID comprising the Project, as more fully described in Exhibit C, and as described in the Plan. The PID Improvements will be developed pursuant to a schedule consistent with the pace of development of the Project that is mutually agreeable to the Parties. The PID Improvements shall include all engineering, legal and other consultant fees and expenses related to such PID Improvements. The Developer shall be entitled to reimbursement of the project costs described in Exhibit C subject to the limitations contained in Section 3.03 of this agreement.

3.03 General terms of the Plan. The Plan has not yet been adopted by the City. The Parties anticipate that the Plan, at a minimum, will include the PID Improvements described above to serve the land within the PID, and such other facilities as may be agreed upon by the Parties, and that the Assessments shall be assessed in phases to affect only the portions of the

PID directly benefited by the PID improvements to be financed by each Assessment. The Assessments shall be based upon the agreed-upon estimated costs of the Public Improvements as reflected in Exhibit C, plus those related costs as deemed reimbursable by the City; however, the Assessments in the Plan shall be formulated in a manner that generally conforms to the equivalent of a $0.75 tax rate for properties covered by the Plan on a project-wide basis, and a maximum fifteen (15) year payment term for each property covered by the Plan.

3.04. Additional Projects. This Agreement does not apply to any projects not specifically included in the Plan and defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

ARTICLE 4
DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

4.01 Construction manager. The Developer agrees to construct the PID Improvements and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the PID Improvements. The Developer will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide supervision of all phases of construction of the PID Improvements, provide periodic reports of such construction to the City upon request, and cause the construction to be performed in accordance with the Plan.

4.02 Design of the PID Improvements. The Developer shall prepare or cause to be prepared the plans and specifications for the PID Improvements. Prior to the commencement of construction or implementation of the PID Improvements, the plans and specifications must be approved by the City. The PID Improvements shall be designed in accordance with City standards applicable to similar public improvements within the City.

4.03 Construction contracts. The Developer shall prepare the PID Improvements construction contract documents to ensure that the contract documents are in accordance with the approved plans and specifications. The Developer shall comply with all laws and regulations regarding the bidding and construction of public improvements applicable to similar facilities constructed by the City, including without limitation any applicable requirement relating to payment, performance and maintenance bonds.

4.04. Construction and implementation of the PID Improvements. The Developer shall be responsible for the inspection and supervision of the construction and implementation of the PID Improvements.

a. The Developer shall commence construction of the PID Improvements in a timely fashion to coincide with the expected development of the Project.

b. Upon completion of a contract for the construction of the PID Improvements, the Developer shall provide the City with a final summary of all costs associated with such contract, and show that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors. Following completion of a construction contract, the Developer will call for inspection of the applicable

PID Improvements by the City, and upon approval thereof as being in compliance with City standards relating thereto, the PID Improvements will be conveyed to the City, subject only to the right to reimbursement for Developer Advances with respect thereto.

ARTICLE 5
PROJECT FINANCING AND FUNDING

5.01. The Developer Advances.

a. In connection with the construction of the PID Improvements the Developer has determined are required to by constructed to serve the Project, the Developer agrees to provide sufficient funds as such become due for all costs thereof (the "Developer Advances"), such as costs of design, engineering, materials, labor, construction, and inspection fees arising in connection with the PID Improvements, including all payments arising under any contracts entered into pursuant to this Agreement.

b. Interest on each Developer Advance shall accrue at a rate one-half of one percent above the highest average interest rate reported by *The Bond Buyer* newspaper in a weekly bond index in the month before the date of this agreement, compounded annually, whether such costs, fees, or expenses are paid or incurred before or after the effective date of this Agreement. The interest rate shall not exceed eight percent (8%). Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day).

5.02. Repayment of Developer Advances.

a. In consideration of the development and construction of the PID Improvements, the City shall begin repaying the Developer Advances, and shall continue such repayment until repaid in full, on the earliest date that funds are available from the following source, and solely from such source:

(i) the Net Assessments, subject to the limitations set forth in **subsection (c)**.

b. the City shall reimburse the Developer for Developer Advances, plus interest, from Net Assessments from the Project accumulated in the PID Revenue Fund available in accordance with the priorities described in **Section 5.03** below.

c. At such time as funds are available to pay all or any portion of the Developer Advances made hereunder, the City shall hire a certified public accountant at the Developer's expense to calculate the amount due the Developer and prepare and submit a report to the City certifying the amount due the Developer for the Developer Advances being repaid with interest calculated thereon. Such report shall be approved at the earliest practicable time, but not later than 90 days after submission by the Developer of the records required therefor.

The City shall make payment to the Developer within 30 days of approval of the accountant's report.

5.03. Priorities. Amounts deposited in the PID Revenue Fund shall be applied in the following order of priority (i) administrative and operating costs of the PID, (ii) payments to the Developer pursuant to **Section 5.02**, above.

ARTICLE 6
DEFAULT

6.01. Default.

a. If the City does not perform its obligations hereunder in substantial compliance with this Agreement, in addition to the other rights given the Developer under this Agreement, the Developer may enforce specific performance of this Agreement or seek actual damages incurred by the Developer for any such default.

b. If the Developer fails to commence or complete the PID Improvements or the Project in accordance with the terms of this Agreement, including the failure to fund Developer Advances or commence construction of the Project within eighteen (18) months, the City may terminate this Agreement with respect to its obligations to the Developer and shall be relieved of any obligation to reimburse the Developer for any Developer Advances or seek actual damages incurred for any such default.

c. The Party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have 60 days to remedy the default prior to the declaration of any default hereunder.

ARTICLE 7
GENERAL

7.01. Inspections, audits. The Developer agrees to keep such operating records with respect to the PID Improvements and other activities contemplated by this Agreement and all costs associated therewith as may be required by the City, or by State and federal law or regulation. The Developer shall allow the City access to, and the City shall have a right at all reasonable times to audit, all documents and records in the Developer's possession, custody or control relating to the PID Improvements that the City deems necessary to assist the City in determining the Developer's compliance with this Agreement.

7.02 Developer operations and employees. All personnel supplied or used by the Developer in the performance of this Agreement shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

7.03 Personal liability of public officials, legal relations. To the extent permitted by State law, no director, officer, employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Agreement. THE DEVELOPER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, REPRESENTATIVES, AND AGENTS FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED BY ANY PERSON, PERSONS, OR PROPERTY RESULTING FROM THE NEGLIGENT ACTS OF THE DEVELOPER, OR ANY OF ITS AGENTS, OFFICERS, OR REPRESENTATIVES IN PERFORMING ANY OF THE SERVICES AND ACTIVITIES UNDER THIS AGREEMENT.

7.04 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

City of Tomball
c/o City Manager
401 Market Street
Tomball, Texas 77375

PID Contract Administrator
Hawes Hill Calderon, LLP
P.O. Box 22167
Houston, Texas 77092
Attn: Scott Bean

Tomball Timber Trails, LLC
PO BOX 2331
Tomball, TX 77377

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by the City, or the Developer, as the case may be.

7.05 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the City and the Developer. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

7.06 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

7.07 Successors and assigns. All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Parties, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect; provided that, the Developer may make a collateral assignment in favor of a lender without consent. This section shall not be construed to prevent the Developer from selling lots, parcels or other portions of the Project in the normal course of business. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

7.08 Exhibits; titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.09 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

7.10 Entire Agreement. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

7.11 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date that the Developer Advances have been repaid in full, or January 1 of the year following the date the last assessment payment has been made in accordance with the PID Service and Assessment Plan and Assessment Roll(s).

7.12 Time of the essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

7.13 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably conditioned, withheld or delayed.

7.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

7.15 Legal costs. If any Party hereto is the prevailing party in any legal proceedings against another Party brought under or with relation to this Agreement, such prevailing Party shall additionally be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party to such proceedings.

7.16 Further assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of October 7 2019.

CITY OF TOMBALL, TEXAS

By: _____
Name: _____
Title: _____

Tomball Timber Trails, LLC

_____
_____, Manager

EXHIBIT A
DESCRIPTION OF
23.632 ACRES OR 1,029,412 SQ. FT.

A TRACT OR PARCEL CONTAINING 23.632 ACRES OR 1,029,412 SQUARE FEET OF LAND, BEING OUT OF A CALLED 25.7329 ACRE TRACT OF LAND CONVEYED TO JAYANTI K. PATEL, AS RECORDED UNDER HARRIS COUNTY CLERK FILE (H.C.C.F.) NUMBER (NO.) 20080549943, BEING A PORTION OF LOTS 82, 78, 79, 75, 96, 95, 94, AND 93 OF FIVE ACRE TRACTS TOM BALL TOWNSITE, MAP OR PLAT THEREOF RECORDED UNDER VOLUME (VOL.) 2, PAGE (PG.) 65, OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), SITUATED IN THE RALPH HUBBARD SURVEY, ABSTRACT NO. 383, HARRIS COUNTY, TEXAS, WITH SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST RIGHT OF WAY (R.O.W.) LINE OF CARRELL STREET, 60 FEET WIDE, FOR THE SOUTHWEST CORNER OF A CALLED 2.775 ACRE TRACT OF LAND CONVEYED TO WILLIAM DOCK ADAMS, AS RECORDED UNDER H.C.C.F. NO. 20100137241, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 61 DEG. 42 MIN. 47 SEC. WEST, ALONG THE NORTHWEST R.O.W. LINE OF SAID CARRELL STREET, A DISTANCE OF 194.36 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF A CALLED 1.6116 ACRE TRACT CONVEYED TO JOSE BARAJAS, AS RECORDED UNDER H.C.C.F. NO. Y732741, AND A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 28 DEG. 13 MIN. 32 SEC. WEST, ALONG THE NORTHEAST LINE OF SAID CALLED 1.6116 ACRE TRACT, A DISTANCE OF 208.00 FEET TO A CAPPED 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CALLED 1.6116 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 61 DEG. 42 MIN. 47 SEC. WEST, ALONG THE NORTHWEST LINE OF SAID CALLED 1.6116 ACRE TRACT, PASSING AT A DISTANCE OF 337.50 FEET A CAPPED 1/2 INCH IRON ROD STAMPED "WEST STAR" FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 1.6116 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 427.04 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 29 DEG. 38 MIN. 31 SEC. WEST, A DISTANCE OF 345.09 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE EAST LINE OF A CALLED 70 FEET WIDE STRIP OF LAND CONVEYED TO HARRIS COUNTY FLOOD CONTROL DISTRICT, AS RECORDED UNDER H.C.C.F. NO. B258990, FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEG. 23 MIN. 20 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 70 FEET WIDE STRIP OF LAND, A DISTANCE OF 812.86 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST R.O.W. LINE OF HUFFSMITH ROAD, CALLED 50 FEET WIDE, FOR THE NORTHEAST CORNER OF SAID CALLED 70 FEET WIDE STRIP OF LAND, AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 53 DEG. 38 MIN. 53 SEC. EAST, ALONG THE SOUTHEAST R.O.W. LINE OF SAID HUFFSMITH ROAD, A DISTANCE OF 866.89 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "A&B RPLS 5685" FOR THE NORTHWEST CORNER OF A CALLED 3.0832 ACRE TRACT CONVEYED TO FRANK HARVEY METZLER, AS RECORDED UNDER H.C.C.F. NO. 20120329200, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 23 MIN. 55 SEC. EAST, ALONG THE WEST LINE OF SAID CALLED 3.0832 ACRE TRACT, A DISTANCE OF 638.91 FEET TO A CAPPED 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 3.0832 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 46 MIN. 08 SEC. EAST, ALONG THE SOUTH LINE OF SAID CALLED 3.0832 ACRE TRACT, A DISTANCE OF 189.75 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST LINE OF A CALLED 12.707 ACRE TRACT CONVEYED TO TOMBALL GRAND JUNCTION, LLC, AS RECORDED UNDER H.C.C.F. NO. RP-2018-247147, FOR THE SOUTHEAST CORNER OF SAID CALLED 3.0832 ACRE TRACT, AND THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 5/8 INCH IRON ROD STAMPED "A&B RPLS 5685" BEARS NORTH 87 DEG. 48 MIN. 18 SEC. EAST, 0.42 FEET;

THENCE, SOUTH 01 DEG. 23 MIN. 33 SEC. EAST, ALONG THE WEST LINE OF SAID CALLED 12.707 ACRE TRACT, A DISTANCE OF 122.27 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 12.707 ACRE TRACT, THE MOST NORTHERLY NORTHWEST CORNER OF AFORESAID CALLED 2.775 ACRE TRACT, AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 28 MIN. 47 SEC. EAST, ALONG A WEST LINE OF SAID CALLED 2.775 ACRE TRACT, A DISTANCE OF 337.40 FEET TO A 3/4 INCH IRON PIPE FOUND FOR AN INTERIOR CORNER OF SAID CALLED 2.775 ACRE TRACT, AND THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

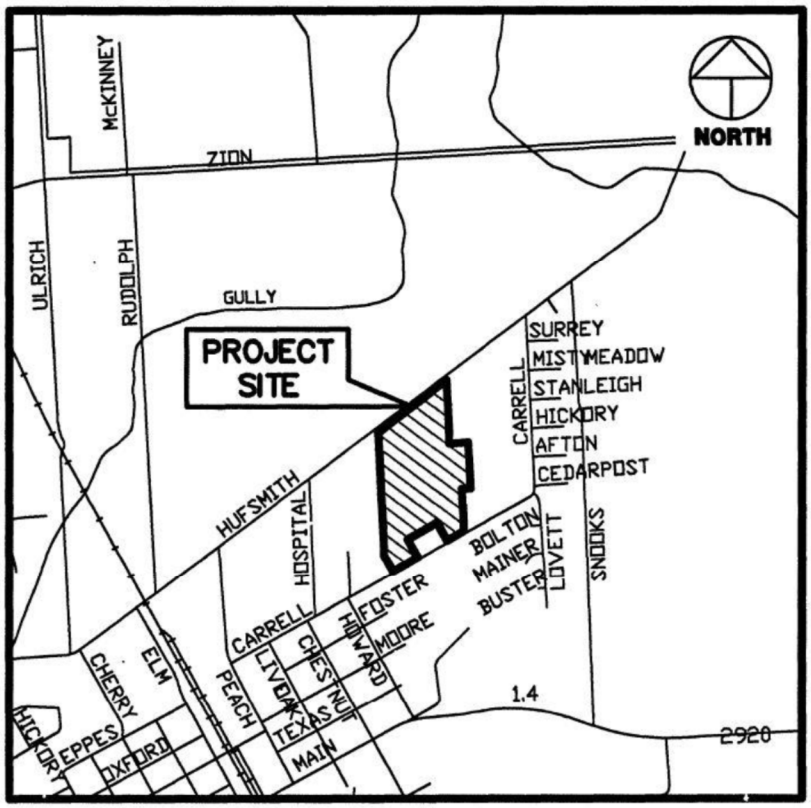
THENCE, SOUTH 87 DEG. 54 MIN. 18 SEC. WEST, ALONG A NORTH LINE OF SAID CALLED 2.775 ACRE TRACT, A DISTANCE OF 89.29 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID CALLED 2.775 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 22 MIN. 26 SEC. EAST, ALONG A WEST LINE OF SAID CALLED 2.775 ACRE TRACT, A DISTANCE OF 421.17 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 23.632 ACRES OR 1,029,412 SQUARE FEET OF LAND.

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

10-15-2018
DATE

EXHIBIT B



CITY OF TOMBALL, HARRIS COUNTY, TEXAS

VICINITY MAP

EXHIBIT C

The PID Improvements

Water, Sanitary Sewer, Gas, PAVING, Storm Drainage & Detention, Landscaping and Amenities, Engineering, Surveying and Professional Services

Estimated Total = $2,650,000.00

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Approve Amended Development Agreement between the City of Tomball and Brown Road, LLC, Amending the Original Development Agreement Approved by Council on May 14, 2019, to Include Paving as a Reimbursable Cost (TPID 9 - Tomball Heights Subdivision)

Background:
It is requested that City Council approve amended development agreements for PID 8 (Timber Trails Subdivision) and PID 9 (Tomball Heights Subdivision). The only change to both agreements is to add paving as a reimbursable cost.

Paving costs were included in the cost estimate totals for both agreements, but the actual word “paving” was inadvertently left out of the description of reimbursable improvements in Exhibit "C". "Paving" has now been included in Exhibit "C".

This change will not affect the assessment rate for either PID as paving costs were already factored into the proposed assessments when the PIDs were created.

Origination:
Scott Bean, Hawes Hill Calderon, LLP

Recommendation:
Approve Amended Development Agreement for TPID 9

Party(ies) responsible for placing this item on agenda:
Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Amended Development Agreement - TPID 9

AMENDED DEVELOPMENT AGREEMENT
(AMENDING 5/14/2019 DEVELOPMENT AGREEMENT)

This Development Agreement (this "*Agreement*") is made as of October 7 , 2019, by and between the **CITY OF TOMBALL**, a municipal corporation and a home-rule city in the State of Texas (the "City"), and **BROWN ROAD, LLC** a Texas limited liability company (the "*Developer*").

RECITALS

WHEREAS, in accordance with the provisions of Chapter 372, TEX. LOCAL GOV'T CODE, and Resolution 2019-12, the City Council of the City of Tomball created the Public Improvement District Number Nine (the "*PID*") pursuant to the petition for creation from the owner thereof; and

WHEREAS, the City Council of the City has determined that it is in the bests interest of the City and the land within the PID to finance the construction of certain PID Improvements (defined below) and that an assessment against the benefited property within the PID should be made; and

WHEREAS, the Developer is the owner of certain property within the PID described in Exhibit A and B, and wishes to finance and construct certain PID projects; and

WHEREAS, the Developer intends to assist the City in the financing and construction of the PID Improvements, in exchange for the City's agreement to reimburse the Developer in accordance with the terms of this Agreement; now, therefore,

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the Developer contract and agree as follows:

ARTICLE 1
GENERAL TERMS

1.01 Definitions. The terms "*Agreement*," "*City*," "*Developer,*" "*PID*," and "*PID Agreement*" have the meanings set forth in the preamble hereof, and the following terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement, the words "shall" and "will" are mandatory, and the word "may" is permissive.

Act shall mean the Public Improvement District Assessment Act, Chapter 372, TEX. LOCAL GOV'T CODE, as amended.

Assessments shall mean assessments levied and collected in connection with the PID pursuant to the Act and the Plan, and deposited by the City into a PID Revenue Fund.

Developer Advances shall mean any funds advanced by the Developer pursuant to **Section 5.01**, and shall include any interest payable thereon.

Net Assessments shall mean the annual deposits of the Assessments into the PID Revenue Fund, less amounts reasonably required or anticipated to be required for the administration and operation of the PID in carrying out its responsibilities hereunder, including a reasonable operating reserve.

Parties or *Party* shall mean the City, and the Developer as parties to this Agreement.

PID Improvements shall mean the improvements described in **Article 3** hereof.

PID Revenue Fund shall mean the special fund established by the City and funded with payments made to the City pursuant to the PID.

Plan shall mean the final Service and Assessment Plan for the PID as approved by City Council in accordance with the Act.

Project shall mean the residential development within the PID projected to be carried out by the Developer described on Exhibit B.

1.02 Singular and plural; gender. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

ARTICLE 2
REPRESENTATIONS

2.01 Representations of the City. The City hereby represents that:

a. The City is duly authorized and is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

b. The City has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the City, and (iii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

c. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

2.02. Representations of the Developer. The Developer hereby represents that:

a. The Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

b. The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or any provisions of the Developer's organizational documents, and (iii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

c. The Developer has sufficient capital to perform its obligations under this Agreement and will commence construction of the Project within eighteen (18) months of execution of this Agreement.

d. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

ARTICLE 3
THE PLAN AND PID IMPROVEMENTS

3.01 The PID Improvements. The PID Improvements are intended to enhance the proposed implementation of a development within the PID constituting the Project, as more fully described in the Plan.

3.02 PID Improvements description. The PID Improvements consist of acquisition, construction and development of the public improvements within the portion of the PID comprising the Project, as more fully described in Exhibit C, and as described in the Plan. The PID Improvements will be developed pursuant to a schedule consistent with the pace of development of the Project that is mutually agreeable to the Parties. The PID Improvements shall include all engineering, legal and other consultant fees and expenses related to such PID Improvements. The Developer shall be entitled to reimbursement of the project costs described in Exhibit C subject to the limitations contained in Section 3.03 of this agreement.

3.03 General terms of the Plan. The Plan has not yet been adopted by the City. The Parties anticipate that the Plan, at a minimum, will include the PID Improvements described above to serve the land within the PID, and such other facilities as may be agreed upon by the Parties, and that the Assessments shall be assessed in phases to affect only the portions of the PID directly benefited by the PID improvements to be financed by each Assessment. The Assessments shall be based upon the agreed-upon estimated costs of the Public Improvements as reflected in Exhibit C, plus those related costs as deemed reimbursable by the City; however, the

Assessments in the Plan shall be formulated in a manner that generally conforms to the equivalent of a $0.75 tax rate for properties covered by the Plan on a project-wide basis, and a maximum fifteen (15) year payment term for each property covered by the Plan.

3.04. Additional Projects. This Agreement does not apply to any projects not specifically included in the Plan and defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

ARTICLE 4
DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

4.01 Construction manager. The Developer agrees to construct the PID Improvements and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the PID Improvements. The Developer will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide supervision of all phases of construction of the PID Improvements, provide periodic reports of such construction to the City upon request, and cause the construction to be performed in accordance with the Plan.

4.02 Design of the PID Improvements. The Developer shall prepare or cause to be prepared the plans and specifications for the PID Improvements. Prior to the commencement of construction or implementation of the PID Improvements, the plans and specifications must be approved by the City. The PID Improvements shall be designed in accordance with City standards applicable to similar public improvements within the City.

4.03 Construction contracts. The Developer shall prepare the PID Improvements construction contract documents to ensure that the contract documents are in accordance with the approved plans and specifications. The Developer shall comply with all laws and regulations regarding the bidding and construction of public improvements applicable to similar facilities constructed by the City, including without limitation any applicable requirement relating to payment, performance and maintenance bonds.

4.04. Construction and implementation of the PID Improvements. The Developer shall be responsible for the inspection and supervision of the construction and implementation of the PID Improvements.

a. The Developer shall commence construction of the PID Improvements in a timely fashion to coincide with the expected development of the Project.

b. Upon completion of a contract for the construction of the PID Improvements, the Developer shall provide the City with a final summary of all costs associated with such contract, and show that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors. Following completion of a construction contract, the Developer will call for inspection of the applicable PID Improvements by the City, and upon approval thereof as being in compliance with City standards relating thereto, the PID Improvements will be conveyed to the City, subject only to the right to reimbursement for Developer Advances with respect thereto.

ARTICLE 5
PROJECT FINANCING AND FUNDING

5.01. The Developer Advances.

a. In connection with the construction of the PID Improvements the Developer has determined are required to by constructed to serve the Project, the Developer agrees to provide sufficient funds as such become due for all costs thereof (the "Developer Advances"), such as costs of design, engineering, materials, labor, construction, and inspection fees arising in connection with the PID Improvements, including all payments arising under any contracts entered into pursuant to this Agreement.

b. Interest on each Developer Advance shall accrue at a rate one-half of one percent above the highest average interest rate reported by *The Bond Buyer* newspaper in a weekly bond index in the month before the date of this agreement, compounded annually, whether such costs, fees, or expenses are paid or incurred before or after the effective date of this Agreement. The interest rate shall not exceed eight percent (8%). Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day).

5.02. Repayment of Developer Advances.

a. In consideration of the development and construction of the PID Improvements, the City shall begin repaying the Developer Advances, and shall continue such repayment until repaid in full, on the earliest date that funds are available from the following source, and solely from such source:

(i) the Net Assessments, subject to the limitations set forth in **subsection (c)**.

b. the City shall reimburse the Developer for Developer Advances, plus interest, from Net Assessments from the Project accumulated in the PID Revenue Fund available in accordance with the priorities described in **Section 5.03** below.

c. At such time as funds are available to pay all or any portion of the Developer Advances made hereunder, the City shall hire a certified public accountant at the Developer's expense to calculate the amount due the Developer and prepare and submit a report to the City certifying the amount due the Developer for the Developer Advances being repaid with interest calculated thereon. Such report shall be approved at the earliest practicable time, but not later than 90 days after submission by the Developer of the records required therefor. The City shall make payment to the Developer within 30 days of approval of the accountant's report.

5.03. Priorities. Amounts deposited in the PID Revenue Fund shall be applied in the following order of priority (i) administrative and operating costs of the PID, (ii) payments to the Developer pursuant to **Section 5.02**, above.

ARTICLE 6
DEFAULT

6.01. Default.

a. If the City does not perform its obligations hereunder in substantial compliance with this Agreement, in addition to the other rights given the Developer under this Agreement, the Developer may enforce specific performance of this Agreement or seek actual damages incurred by the Developer for any such default.

b. If the Developer fails to commence or complete the PID Improvements or the Project in accordance with the terms of this Agreement, including the failure to fund Developer Advances or commence construction of the Project within eighteen (18) months, the City may terminate this Agreement with respect to its obligations to the Developer and shall be relieved of any obligation to reimburse the Developer for any Developer Advances or seek actual damages incurred for any such default.

c. The Party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have 60 days to remedy the default prior to the declaration of any default hereunder.

ARTICLE 7
GENERAL

7.01. Inspections, audits. The Developer agrees to keep such operating records with respect to the PID Improvements and other activities contemplated by this Agreement and all costs associated therewith as may be required by the City, or by State and federal law or regulation. The Developer shall allow the City access to, and the City shall have a right at all reasonable times to audit, all documents and records in the Developer's possession, custody or control relating to the PID Improvements that the City deems necessary to assist the City in determining the Developer's compliance with this Agreement.

7.02 Developer operations and employees. All personnel supplied or used by the Developer in the performance of this Agreement shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

7.03 Personal liability of public officials, legal relations. To the extent permitted by State law, no director, officer, employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Agreement. THE DEVELOPER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, REPRESENTATIVES, AND AGENTS

FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED BY ANY PERSON, PERSONS, OR PROPERTY RESULTING FROM THE NEGLIGENT ACTS OF THE DEVELOPER, OR ANY OF ITS AGENTS, OFFICERS, OR REPRESENTATIVES IN PERFORMING ANY OF THE SERVICES AND ACTIVITIES UNDER THIS AGREEMENT.

7.04 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

City of Tomball
c/o City Manager
401 Market Street
Tomball, Texas 77375

PID Contract Administrator
Hawes Hill & Associates, LLP
P.O. Box 22167
Houston, Texas 77092
Attn: Scott Bean

BROWN ROAD LLC
25211 GROGANS MILL RD STE 110
SPRING TX 77380-2188

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by the City, or the Developer, as the case may be.

7.05 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the City and the Developer. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

7.06 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

7.07 Successors and assigns. All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Parties, and any assignment without such prior written consent, including an assignment by

operation of law, is void and of no effect; provided that, the Developer may make a collateral assignment in favor of a lender without consent. This section shall not be construed to prevent the Developer from selling lots, parcels or other portions of the Project in the normal course of business. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

7.08 Exhibits; titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.09 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

7.10 Entire Agreement. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

7.11 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date that the Developer Advances have been repaid in full, or January 1 of the year following the date the last assessment payment has been made in accordance with the PID Service and Assessment Plan and Assessment Roll(s).

7.12 Time of the essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

7.13 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably conditioned, withheld or delayed.

7.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

7.15 Legal costs. If any Party hereto is the prevailing party in any legal proceedings against another Party brought under or with relation to this Agreement, such prevailing Party shall additionally be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party to such proceedings.

7.16 Further assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of October 7 2019.

CITY OF TOMBALL, TEXAS

By: _____
Name: _____
Title: _____

BROWN ROAD, LLC

_____
_____, Manager

EXHIBIT A

FIELD NOTE DESCRIPTION OF 9.2191 ACRES (401
SQUARE FEET) OF LAND OUT OF UNRESTRICTED RES
"H", BLOCK 1 OF LESLIE'S PARK SUBD., ACCORDIN
THE MAP OR PLAT THEREOF RECORDED IN FILM CODE
400005 H.C.M.R. AND BEING THE RESIDUE OF
CERTAIN CALLED 15.27 ACRE TRACT RECORDED U
HARRIS COUNTY CLERK'S FILE NO. 20130446051 OF
DEED RECORDS OF HARRIS COUNTY, TEXAS, SAID 9.
ACRE TRACT BEING MORE PARTICULARLY DESCRIBE
METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE B
ON THE TEXAS STATE PLANE COORDINATE SYSTEM, S
CENTRAL ZONE);

BEGINNING at a 3/4 inch iron rod found in the East line of Quinn Road (width varies) and the North li ISD Tract, as recorded under H.C.C.F. No. S483 Southwest corner of said Unrestricted Reserve "H", s Southwest corner of said called 15.27 acre tract an described tract, said iron rod falling in the arc o the Right;

THENCE, Northerly, along the East right-of-way line o with said curve to the Right, having a radius of 1150 central angle of 11°19'54", an arc length of 227. chord bearing and distance of N 07°52'32" W, 227.07 Point of Tangency of said curve, from which a found 1 rod bears, S 12°03' E, 2.4 feet;

THENCE, North 02°12'35" West, continuing alon right-of-way line of Quinn Road, a distance of 54.40 inch iron rod with cap found for the Westerly most corner of the herein described tract;

THENCE, North 42°41'46" East, along a cutback line, 1.46 feet to a 5/8 inch iron rod with cap found right-of-way line of Brown Hufsmith Road for the N Northwesterly corner of the herein described tract;

THENCE, North 87°49'00" East, along the South right-o Brown Hufsmith Road, a distance of 767.00 feet to a rod with cap found for the Point of Curvature of a Right;

THENCE, Easterly, continuing along the South right-o Brown Hufsmith Road, with said curve to the Right, ha of 1590.42 feet, a central angle of 07°44'22", an a

THENCE, in a Southerly direction, along and with the W Southerly line of said Brown-Hufsmith Church Subd., th three (3) courses and distances:

1) South 02°26'52" East, 494.20 feet to a 5/8 inch ir cap found for corner;

2) North 88°49'52" East, 41.44 feet to a 5/8 inch irc cap found for corner;

3) South 69°30'55" East, 204.50 feet to a 5/8 inch ir alum. cap found in the South line of said Unrestrict "H", same being the North line of 140-foot wide right-of-way, as recorded under H.C.C.F. No. M Southeasterly corner of the herein described tract, marks the Point of Curvature of a curve to the Left;

THENCE, Southwesterly, along the North right-of-way lir H.C.F.C.D. Fee Strip, with said curve to the Left, havi of 320.00 feet, a central angle of 19°50'30", an ar 110.82 feet and a chord bearing and distance of S 5 110.26 feet to a 5/8 inch iron rod found for the Easte of that certain called 3.996 acre tract recorded unc No. W206016 and the Southerly corner of the herein tract;

THENCE, in a Northwesterly direction, along and with line between said 3.996 acre tract and said Unrestrict "H", the following two (2) courses and distances:

1) North 42°37'24" West, 144.35 feet to a 5/8 inch ir cap found for corner;

2) South 88°49'52" West, 299.48 feet to a 5/8 inch ir cap found in the East line of said Tomball ISD Trac Northwest corner of said called 3.996 acre and an exte of the herein described tract;

THENCE, North 01°10'08" West, along the East line of s ISD Tract, a distance of 254.46 feet to a point for th corner of said Tomball ISD Tract and an interior corr herein described tract, from which a found 5/8 inch ir cap bears, S 54°40' W, 0.70 feet;

THENCE, South 88°49'52" West, along the North line of s ISD Tract, a distance of 868.56 feet to the POINT OF BE containing 9.2191 acres (401,586 square feet) of la

EXHIBIT B

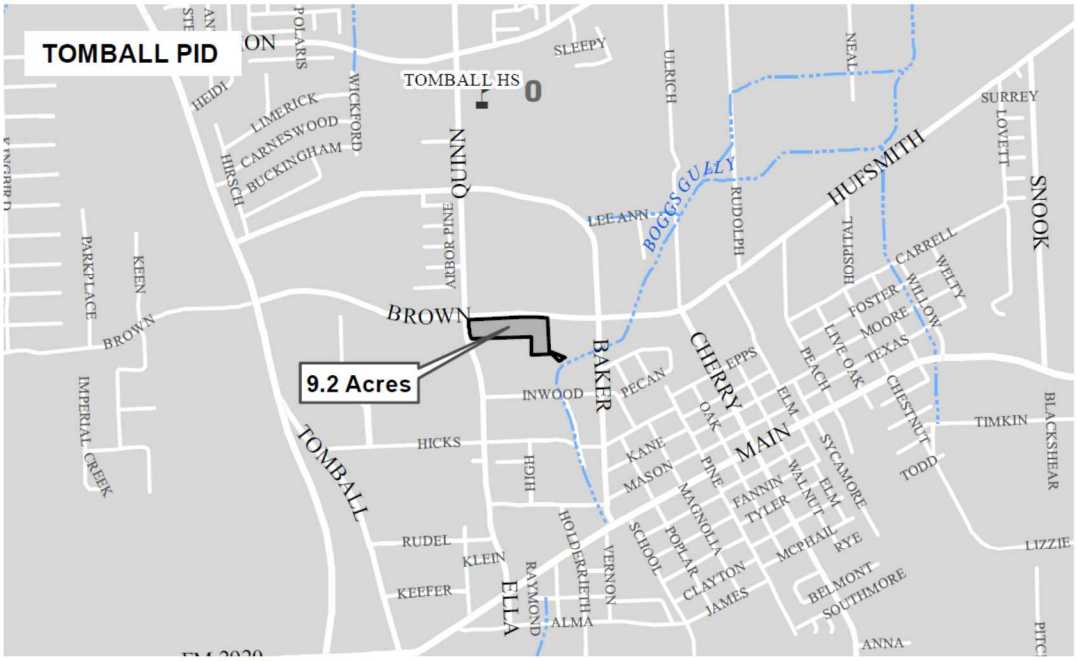

TOMBALL PID
9.2 Acres
TOMBALL HS
BROWN
QUINN
BAKER
CHERRY
MAIN
HUFSMITH
SNOOK
TOMBALL
ELLA
BOGGS GULLY
LEE ANN
INWOOD
PECAN
HICKS
RUDEL
KLEIN
KEEFER
ALMA
ANNA
SLEEPY
ULRICH
NEAL
SURREY
LOVETT
RUDOLPH
TYLOSH
CARRELL
WELTY
WILLOW
FOSTER
MOORE
TEXAS
LIVE OAK
PEACH
ELM
OAK
EPPS
CHESTNUT
TIMKIN
BLACKSHEAR
TODD
SYCAMORE
WALNUT
PINE
KANE
MASON
FANNIN
TYLER
MAGNOLIA
POPLAR
CLAYTON
JAMES
SCHOOL
VERNON
HOLDERRIETH
RAYMOND
HIGH
MCPHAIL
RYE
BELMONT
SOUTHMORE
LIZZIE
PARKPLACE
KEEN
IMPERIAL CREEK
ARBOR PINE
WICKFORD
POLARIS
HEIDI
LIMERICK
CARNESWOOD
BUCKINGHAM
HIRSCH

EXHIBIT C

The PID Improvements

Water, Sanitary Sewer, Gas, PAVING, Storm Drainage & Detention, Landscaping and Amenities, Engineering, Surveying and Professional Services

Estimated Total = $1,350,000.00

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Approve Resolution No. 2019-35, a Resolution of the City Council of the City of Tomball, Texas, Stating that the City of Tomball Has No Objections to the Application by HVM BP Tomball Cong., LLC for the Rehabilitation of the Elderly Designated Multi-Family Housing Development Known as The Village Apartments

Background:
The City Council previously approved Resolution No. 2019-23. supporting Hamilton Valley Management, Inc. in their intended rehabilitation of The Village Apartments, located at 517 School Street. HVM BP Tomball Cong., LLC is partnering with Greystone Affordable Development in this rehabilitation project.

HVM BP Tomball Cong., LLC has been selected to move forward and will be presenting information on their project to the Texas Department of Houston and Community Affairs in November.

The Texas Department of Houston and Community Affairs has requested a Resolution of No Objection for the bond application. Resolution No. 2019-35 states the City has no objection to HVM BP Tomball Cong., LLC's application and will allow HVM BP to proceed to the next stage.

Resolution No. 2019-35 and the draft letter of support are presented for Council consideration and approval/authorization.

Origination:
Hamilton Valley Management, Ltd.

Recommendation:
Approve Resolution No. 2019-35

Party(ies) responsible for placing this item on agenda:
Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-35 - Resolution of No Objection
Request by HVM BP Tomball
Public Hearing Held by HVM BP Tomball Cong., LLC

CITY OF TOMBALL, TEXAS
RESOLUTION NO. 2019-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, STATING THAT THE CITY OF TOMBALL HAS NO OBJECTIONS TO THE APPLICATION BY HVM BP TOMBALL CONG., LLC FOR THE REHABILITATION OF THE ELDERLY DESIGNATED MULTI-FAMILY HOUSING DEVELOPMENT KNOWN AS THE VILLAGE APARTMENTS

* * * * * * * * *

WHEREAS, HVM BP Tomball Cong., LLC has proposed a development for affordable rental housing of 64 units that will be located at 517 School Street in the city of Tomball and

WHEREAS, HVM BP Tomball Cong., LLC has submitted an application to the Texas Department of Housing and Community Affairs for 2019 4% Non-Competitive Housing Tax Credits for The Village Apartments

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the requirements of Tex. Gov't Code §2306.67071 and Texas Administrative Code §11.204(4), it is hereby found that:

1. Notice has been provided to the Governing Body in accordance with Tex. Gov't Code, §2306.67071(a); and

2. The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and

3. The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov't Code, §2306.67071(b); and

4. After due consideration of the information provided by the Applicant and public comment, the Governing Body does not object to the proposed Application; and

FURTHER RESOLVED that for and on behalf of the Governing Body, **Gretchen Fagan, Mayor, City of Tomball,** is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED ON THIS THE 5TH DAY OF AUGUST 2019.

CITY OF TOMBALL

_____
Gretchen Fagan, Mayor

ATTEST:

_____
Doris Speer, City Secretary

Doris Speer

From: Rachel Agunbiade <Rachel.Agunbiade@greyco.com>
Sent: Tuesday, September 24, 2019 3:49 PM
To: Doris Speer
Subject: The Village Apartments - Funding Approval & Resolution of No Objection
Attachments: The Village Apartments - Resolution of No Objection.docx

Good Afternoon Ms. Speer!

I wanted to share with you the good news regarding the application for funding the Texas Department of Housing and Community Affairs for The Village Apartments. Because of the city's support, we have been selected to move forward, and will be presenting information on the project for their November board meeting! For the bond application, they have requested a resolution of no objection from the city of Tomball, and I've attached the template. If I can get this before October 24th, that would be wonderful. We will not need the original documents, a scanned copy is perfect! In addition, there was a public hearing for the bonds in Tomball on September 18th (Community Room of The Village Apartments).

Thank you so very much – I am beyond excited about this opportunity for the residents and members of the community!

Rachel

Rachel Agunbiade | **Development Associate**
Greystone | www.greycoaffordabledev.com | www.greyco.com
4025 Lake Boone Trail, Suite 209, Raleigh, NC 27607-3080
rachel.agunbiade@greyco.com | o: 919.744.2756 m: 919.210.9265

* * * * * * * * * * *
NOTICE: This e-mail and any attachments contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, print, copy, use or disseminate it. Please immediately notify us by return e-mail and delete it. If this e-mail contains a forwarded e-mail or is a reply to a prior email, the contents may not have been produced by the sender and therefore we are not responsible for its contents.

This notice is automatically appended to each e-mail. It is the recipient's responsibility to take measures to ensure that this e-mail is virus free, and no responsibility is accepted by Greystone for any loss or damage arising in any way from its use.
* * * * * * * * * * *

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with the issuance by the Texas State Affordable Housing Corporation (the "Issuer") of one or more series of private activity bonds for the Hamilton Valley Texas Portfolio Project, in the aggregate principal amount of not to exceed $39,120,000 (the "Bonds"), as follows:

1. I am the duly qualified and appointed Hearing Officer of the Issuer for the Bonds and have conducted a public hearing on the issuance of the Bonds to provide financing for a residential rental housing project for Hamilton Valley Texas Portfolio Project (the "Project") and as described in the notice of such hearing posted to the The Office of the Secretary of State's Texas Register Public Meetings website on September 10, 2019 and to the website of the Issuer on September 10, 2019, copies of such notice as published with the Affidavit of Publication attached hereto as **Exhibit A**.

2. Such hearing was conducted by me commencing at 1:00 pm. on September 18, 2019 at Community Room of The Village Apartments, located at 517 School Street, Tomball, TX 77375, which building and office was open to the public for purposes of the hearing.

3. At the time for the commencement of the hearing, I publicly requested comments, either orally or in writing, on the Project to be financed with proceeds of the Bonds and on the issuance of such Bonds.

4. At the hearing, no persons presented comments orally or in writing.

5. I imposed a three minute time limit on any public comments.

6. The number of persons in attendance was 12 persons. A copy of sign-in sheets are included in Exhibit B, if anyone was in attendance.

IN WITNESS WHEREOF, I have hereunto set my hand this September 10, 2018.

TEXAS STATE AFFORDABLE HOUSING CORPORATION

David Danenfelzer, Hearing Officer

EXHIBIT A

AFFIDAVIT OF PUBLICATION

Open Meeting Archive

Agency Name:	Texas State Affordable Housing Corporation
Date of Meeting:	09/18/2019
Time of Meeting:	01:00 PM
Board:	Texas State Affordable Housing Corporation
Street Location:	Community Room of the Village Apartments, 517 School Street
City Location:	Tomball
State Location:	TX
Status:	Active
Date of Submission:	09/10/2019
Additional Information Obtained From:	Dave Danenfelzer - 512-477-3562
Emergency Mtg:	N

Agenda:

TEXAS STATE AFFORDABLE HOUSING CORPORATION
NOTICE OF PUBLIC HEARING
REGARDING THE ISSUANCE OF BONDS

Notice is hereby given of public hearings to be held by the Texas State Affordable Housing Corporation (the " Issuer ") on the proposed issuance by the Issuer of one or more series of multifamily housing revenue bonds (the " Bonds ") to provide financing for the acquisition, construction and equipping of qualified residential rental housing projects under Section 142(a)(7) of the Internal Revenue Code (the " Projects "), as well as to fund any working capital for the Projects, any reserve funds and cost of issuance for the Bonds.

The hearing will be held at the following date, time and location:

September 18, 2019 at 1:00 p.m. at the Community Room of The Village Apartments, located at 517 School Street, Tomball, TX 77375

Project: Brush Country Cottages
Address: 500 Cross Creek, Dilley, TX 78017
(Frio County)
Initial Owner: HVM BP Dilley Ret., LLC

Maximum Stated Principal Amount: $1,325,000

Project: Chula Vista
Address: 201 Springfield Road, San Diego, TX 78384
(Duval County)
Initial Owner: HVM BP San Diego, LLC
Maximum Stated Principal Amount: $2,255,000

Project: Cielo Lindo Apartments
Address: 402 Hinojosa Drive, Edcouch, TX 78538
(Hidalgo County)
Initial Owner: HVM BP Edcouch II, LLC
Maximum Stated Principal Amount: $1,535,000

Project: La Estancia
Address: 366 East 8th Street, Sebastian, TX 78594
(Willacy County)
Initial Owner: HVM BP Sebastian I, LLC
Maximum Stated Principal Amount: $1,535,000

Project: La Posada Apartments
Address: 901 N. Lamar Street, Elsa, TX 78543
(Hidalgo County)
Initial Owner: HVM BP Elsa, LLC
Maximum Stated Principal Amount: $3,075,00

Project: La Reina Apartments
Address: 600 Sauz Street, La Villa, TX 78562
(Hidalgo County)
Initial Owner: HVM BP La Villa, LLC
Maximum Stated Principal Amount: $1,315,000

Project: La Sombra
Address: 519 North Main Street, Donna, TX 78537
(Hidalgo County)
Initial Owner: HVM BP Donna Ret., LLC
Maximum Stated Principal Amount: $2,275,000

Project: Las Palmas Apartments
Address: 27745 S. Kansas City Rd., La Feria, TX 78559
(Cameron County)
Initial Owner: HVM BP La Feria III, LLC
Maximum Stated Principal Amount: $1,575,000

Project: Leuty Avenue Apartments
Address: 909 West 7th Street, Justin, TX 76247
(Denton County)
Initial Owner: HVM BP Justin, LLC
Maximum Stated Principal Amount: $1,465,000

Project: Los Laureles
Address: 1100 East Santa Rosa, Edcouch, TX 78538
(Hidalgo County)
Initial Owner: HVM BP Edcouch I, LLC

Maximum Stated Principal Amount: $1,325,000

Project: Los Naranjos Apartments
Address: 210 North Eagle Pass St., Alton, TX 78572
(Hidalgo County)
Initial Owner: HVM BP Alton Ret., LLC
Maximum Stated Principal Amount: $1,275,000

Project: Oak Haven Apartments
Address: 513 East Frontage Road, Donna, TX 78537
(Hidalgo County)
Initial Owner: HVM BP Donna II, LLC
Maximum Stated Principal Amount: $1,165,000

Project: Raintree Apartments
Address: 650 Raintree Street, Alamo, TX 78516
(Hidalgo County)
Initial Owner: HVM BP Alamo I, LLC
Maximum Stated Principal Amount: $1,515,000

Project: Seagraves Garden Apartments
Address: 1100 12th Street, Seagraves, TX 79359
(Gaines County)
Initial Owner: HVM BP Seagraves, LLC
Maximum Stated Principal Amount: $1,625,000

Project: Silver Trail
Address: 403 Mesquite Street, Menard, TX 76859
(Menard County)
Initial Owner: HVM BP Menard Ret., LLC
Maximum Stated Principal Amount: $1,265,000

Project: The Village Apartments
Address: 517 School Street, Tomball, TX 77375
(Harris County)
Initial Owner: HVM BP Tomball Cong., LLC Maximum Stated Principal Amount: $2,855,000

Project: Valley View Apartments
Address: 513 N. Pecan Creek Trail, Valley View, TX 76272
(Cooke County)
Initial Owner: HVM BP Valley View, LLC
Maximum Stated Principal Amount: $1,395,000

Project: Villa Vallarta
Address: 600 Fairgrounds Road, Rio Grande City, TX 78582
(Starr County)
Initial Owner: HVM BP Rio Grande City I, LLC
Maximum Stated Principal Amount: $1,705,000

Project: Vista Verde
Address: 404 Medina Street, Cotulla, TX 78014
(LaSalle County)
Intial Owner: HVM BP Cotulla, LLC
Maximum Stated Principal Amount: $1,235,000

Project: Willowick Apartments
Address: 1501 Newland Drive, Gainesville, TX 76240
(Cooke County)
Initial Owner: HVM BP Gainesville, LLC
Maximum Stated Principal Amount: $3,145,000

Project: Windmill Apartments
Address: 550 N. Montgomery Ave., Giddings, TX 78942
(Lee County)
Initial Owner: HVM BP Giddings, LLC
Maximum Stated Principal Amount: $1,425,000

Project: Windwood
Address: 100 Windwood Drive, Kingsland, TX 78639
(Llano County)
Initial Owner: HVM BP Kingsland, LLC
Maximum Stated Principal Amount: $2,835,000

The maximum stated face amount of the Bonds to be issued with respect to the Project is $39,120,000.

All interested persons are invited to attend the public hearing to express verbally, or in writing, their views on the issuance of the Bonds. The Bonds shall not constitute or create an indebtedness, general or specific, or liability of the State of Texas, or any political subdivision thereof. The Bonds shall never constitute or create a charge against the credit or taxing power of the State of Texas, or any political subdivision thereof. Neither the State of Texas, nor any political subdivision thereof shall in any manner be liable for the payment of the principal of or interest on the Bonds or for the performance of any agreement or pledge of any kind which may be undertaken by the Issuer, and no breach by the Issuer of any agreements will create any obligation upon the State of Texas, or any political subdivision thereof.

Further information with respect to the proposed Bonds will be available at the hearing or upon written request prior thereto addressed to the Issuer at Texas State Affordable Housing Corporation, 2200 East Martin Luther King Jr. Boulevard, Austin, Texas 78702, Attention: David W. Danenfelzer, (512) 477-3562.

Individuals who require auxiliary aids in order to attend this meeting should contact Rebecca DeLeon, at (512) 477-3555 at least two days before the meeting so that appropriate arrangements can be made.

Individuals may transmit written testimony or comments regarding the subject matter of this public hearing to David Danenfelzer at ddanenfelzer@tsahc.org.

David Danenfelzer
Senior Director of Development Finance Programs
Texas State Affordable Housing Corporation
2200 East Martin Luther King Jr. Boulevard
Austin, Texas 78702

TRD ID: 2019005357
Datestamp: 09/10/2019 10:26 AM
Archive 09/20/2019

Date:

Exhibit B

Sign-In Sheets Attached (if anyone was present)

TEFRA Hearing Sign-In Sheet

HVM Portfolio

Date: 9-18-19 @ 1:00 PM

Location: -

Name (print)	Address/Telephone	Support Y/N	Speaking Y/N
Lydia Deleon	The Village 832-421-4339	Yes	
Carolie Yow	The Village 832/869-8485	yes	

TEFRA Hearing Sign-In Sheet

_____

Date: _____ @ _____

Location: -

_____

_____

Name (print)	Address/Telephone	Support Y/N	Speaking Y/N
BEVERLY BIDDLE	VILLAGE ATE, 713-252-8827	Y	
Marie Hollingsworth	" " 281-217-6328		

TEFRA Hearing Sign-In Sheet

HUM Portfolio Village

Date: 9-18-19 @ 1:00 PM

Location: -

Name (print)	Address/Telephone	Support Y/N	Speaking Y/N
Earlene Blackstock	The Village - 832-558-7768	Y	
Brenda Ferreira	The Village 346-218-3748	Y	

TEFRA Hearing Sign-In Sheet

_____

Date: _____ @ _____

Location: -

_____

_____

Name (print)	Address/Telephone	Support Y/N	Speaking Y/N
BARBARA. JOHNSON	713-928-7815	Y	N
MARIE Booth	346-225-2314	Y	N
DONNA TYNES	512 -	Y	N
LORA MONTGOMERY	THE VILLAGE APTS	Y	N
JERRY REITZ	THE VILLAGE APTS	Y	N

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

Presentation and Discussion Regarding the Adoption of Updated Impact Fees for Water and Wastewater, in Accordance with Chapter 395, Texas Local Government Code; Making Other Findings and Providing Details Related Thereto.

- Conduct Public Hearing on Amendment of Land Use Assumptions, Capital Improvements Plan and Impact Fees.
- Adopt, on First Reading, Ordinance No. 2019-24 an Ordinance of the City of Tomball, Texas, Adopting Impact Fees for Water and Wastewater Facilities; Defining Certain Terms; Providing for the Assessment and Collection of Such Impact Fees; Containing Other Provisions Relating to the Subject; and Providing for Severability.

Background:

On August 12, 2019, the Capital Improvements Plan Advisory Committee (CIPAC) reviewed the 2019 City of Tomball Water and Wastewater Impact Fee Study as prepared by Freese and Nichols, Inc. and City staff. The CIPAC made its formal recommendation (with a 6-0 vote) for the City Council to approve an annual increase of 15 percent, up to the maximum allowable fee, for water and to immediately approve the maximum allowable fee for wastewater. The maximum allowable fee, for a ¾ inch water meter, is $3,781.00 for water and $2,521.00 for wastewater. The recommended fee increases are recommended to occur upon adoption by City Council and each subsequent year on October 1st.

Origination:

Community Development Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda:

Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Notice of Public Hearing
Ordinance No. 2019-24
CIPAC Recommendation Letter
Presentation
2019 City of Tomball Water and Wastewater Impact Fee Study

NOTICE OF PUBLIC HEARING ON AMENDMENT OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN AND IMPACT FEES

CITY OF TOMBALL, TEXAS

MONDAY, OCTOBER 7, 2019
6:00 P.M.

Notice is hereby given that a **PUBLIC HEARING** will be held by the Tomball City Council, as the **Governing Body of the City of Tomball, at a Regular City Council Meeting on Monday, October 7, 2019 at 6:00 p.m.**, at City Hall, 401 Market Street, Tomball, Texas 77375, as follows:

NOTICE OF PUBLIC HEARING ON AMENDMENT OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN AND IMPACT FEES.

The City Council of the City of Tomball, Texas, will hold a Public Hearing at 6:00 p.m. on Monday, October 7, 2019, for the purpose of receiving public comments regarding the amendment of Land Use Assumptions, Capital Improvements Plan and Impact Fees imposed for water and wastewater. A copy of the proposed amendments is available for review at the City of Tomball Public Works Building, 501 James Street, Tomball, Texas 77375.

Any member of the public has the right to appear at the hearing and present evidence for or against the amendment of Land Use Assumptions, Capital Improvements Plan and Impact Fees.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 16th day of August 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
Doris Speer
City Secretary, TRMC, MMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

ORDINANCE NO. 2019-24

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, ADOPTING IMPACT FEES FOR WATER AND WASTEWATER FACILITIES; DEFINING CERTAIN TERMS; PROVIDING FOR THE ASSESSMENT AND COLLECTION OF SUCH IMPACT FEES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas (the "City") has reviewed and evaluated its impact fees for water and wastewater facilities in the time and manner required by law; and

WHEREAS, the City Council has employed qualified professionals to prepare its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities for the City, and each was considered by the City's advisory committee, and such assumptions, plan, and proposed fees were filed with the City, along with the advisory committee's comments; and

WHEREAS, the City Council has called, given notice of, and conducted a public hearing on such assumptions, plan, and proposed fees, in the time and manner required by law; and

WHEREAS, the City Council now desires to adopt such impact fees for water and wastewater facilities, all in accordance with said Chapter 395, Texas Local Government Code; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. **Findings**. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. **Title**. This Ordinance shall be known and cited as the "City of Tomball Impact Fee Ordinance."

Section 3. Purpose. This Ordinance is intended to impose and levy water and wastewater impact fees on new development, as established in this Ordinance, in order to finance public facilities, the demand for which is generated by new development in the designated service areas.

Section 4. Authorization. The City is authorized to enact this Ordinance in accordance with Chapter 395, Texas Local Government Code, which authorizes cities to enact or impose impact fees (capital recovery fees) on land within their corporate boundaries or extraterritorial jurisdictions, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development.

Section 5. **Impact Fees**. The impact fees set forth in Exhibit "A", are hereby levied on lands located within the corporate boundaries of the City and Extraterritorial Jurisdiction.

Section 6. **Collection of Impact Fees**. For all new developments, the impact fees due shall be collected at the time of application for a building permit, or at the time of application for a utility connection, whichever occurs first. If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using the impact fee then in effect, and previous payments of impact fees shall be credited against the new fees due.

Section 7. **Establishment of Accounts**.

A. The City shall establish an account to which interest is allocated for each type of capital facility for which an impact fee is imposed pursuant to this Ordinance. Each impact fee collected within the service area shall be deposited in such account.

B. Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in Section 8 below.

C. The City shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in Section 8. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Ordinance.

D. The City shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended within the service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Section 8. **Use of Proceeds of Impact Fee Accounts**. The impact fees collected pursuant to this Ordinance may be used to finance or to recoup the costs of any capital improvements or facility expansion identified in the City of Tomball 2019 Water and Wastewater Impact Fee Study for the service area, including but not limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees). Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes, or other obligations issued by or on behalf of the City to finance such capital improvements or facility expansion.

Impact fees also may be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the impact fee capital improvements plan.

Section 9. **Refunds and Rebates**.

A. Upon application, any impact fee, or portion thereof, collected pursuant to this Ordinance, which has not been expended within the service area within ten (10) years from the date of payment, shall be refunded to the record owner of the property for which the impact fee was paid or, if the impact fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute. An impact fee shall be considered expended on a first in, first out basis.

B. Upon application, any impact fee collected pursuant to this Ordinance shall be refunded if:

1. Existing service is available and service is denied; or

2. Service was not available when the fee was collected and the City has failed to commence construction of facilities to provide service within two (2) years of fee payment; or

3. Service was not available when the fee was collected and has not subsequently been made available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in any event later than five (5) years from the date of fee payment.

Section 10. **Repealer**. Ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 11. **Severability Clause**. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 12. This Ordinance shall become effective fourteen days after the final reading and adoption of this Ordinance when the caption hereof is caused to be published once in the official newspaper of the City, by the City Secretary, as required by law. The City Secretary is directed to publish the caption of this Ordinance in the City's official newspaper within 14 days after the passage of the ordinance.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
Gretchen Fagan, Mayor

ATTEST:

_____
Doris Speer, City Secretary

Exhibit A

Meter Size	Water Impact Fee					
	Current	Proposed 2019-2020	Proposed 2020-2021	Proposed 2021-2022	Proposed 2022-2023	Proposed 2023-2024
3/4"	$2,325.96	$2,674.85	$3,023.75	$3,372.64	$3,721.54	$3,781.00
1"	$5,814.90	$4,467.00	$5,049.66	$5,632.31	$6,214.97	$6,314.27
1-1/2"	$11,629.80	$8,907.25	$10,069.09	$11,230.89	$12,392.73	$12,590.73
2"	$18,607.68	$14,256.95	$16,116.59	$17,976.17	$19,835.81	$20,152.73
3"	$37,215.36	$31,215.50	$35,287.16	$39,358.71	$43,430.37	$44,124.27
4"	$58,149.00	$53,497.00	$60,475.00	$67,452.80	$74,430.80	$75,620.00
6"	$116,298.00	$120,368.25	$136,068.75	$151,768.80	$167,469.30	$170,145.00
8"	$186,076.80	$142,649.75	$161,256.59	$179,862.89	$198,469.73	$201,640.73

Meter Size	Wastewater Impact Fee	
	Current	Proposed 2019-2024
3/4"	$2,322.57	$2,521.00
1"	$5,806.43	$4,210.07
1-1/2"	$11,612.85	$8,394.93
2"	$18,580.56	$13,436.93
3"	$37,161.12	$29,420.07
4"	$58,064.25	$50,420.00
6"	$116,128.50	$113,445.00
8"	$185,805.60	$134,444.93

City of Tomball

Capital Improvement Plan Advisory Committee

To: Mayor and City Council
From: Capital Improvement Plan Advisory Committee (CIPAC)
Date: August 14, 2019
Re: CIPAC Recommendation on Land Use Assumptions, Capital Improvement Plan and Impact Fee

In accordance with Section 395.056 of the Texas Local Government Code, the CIPAC created under Section 395.058 shall file its written comments on the proposed amendments to the Land Use Assumptions, Capital Improvements Plan, and Impact Fee before the fifth business day before the date of the Public Hearing on the amendments.

The CIPAC made its formal recommendation (with a 6-0 vote) during its Special CIPAC Meeting held on August 12, 2019 at 5:00 pm for the City Council to approve an annual increase of 15 percent, up to the maximum allowable fee, for water and to immediately approve the maximum allowable fee for wastewater. The maximum allowable fee, for a ¾ inch water meter, is $3,781.00 for water and $2,521.00 for wastewater. The recommended fee increases are illustrated in Figures 1 and 2 and annual increases are recommended to occur upon adoption by City Council and each subsequent year on October 1st.

Sincerely,

Barbara Tague
CIPAC Chairman

Figure 1

Meter Size	Water Impact Fee					
	Current	Proposed 2019-2020	Proposed 2020-2021	Proposed 2021-2022	Proposed 2022-2023	Proposed 2023-2024
3/4"	$2,325.96	$2,674.85	$3,023.75	$3,372.64	$3,721.54	$3,781.00
1"	$5,814.90	$4,467.00	$5,049.66	$5,632.31	$6,214.97	$6,314.27
1-1/2"	$11,629.80	$8,907.25	$10,069.09	$11,230.89	$12,392.73	$12,590.73
2"	$18,607.68	$14,256.95	$16,116.59	$17,976.17	$19,835.81	$20,152.73
3"	$37,215.36	$31,215.50	$35,287.16	$39,358.71	$43,430.37	$44,124.27
4"	$58,149.00	$53,497.00	$60,475.00	$67,452.80	$74,430.80	$75,620.00
6"	$116,298.00	$120,368.25	$136,068.75	$151,768.80	$167,469.30	$170,145.00
8"	$186,076.80	$142,649.75	$161,256.59	$179,862.89	$198,469.73	$201,640.73

Figure 2

Meter Size	Wastewater Impact Fee	
	Current	Proposed 2019-2024
3/4"	$2,322.57	$2,521.00
1"	$5,806.43	$4,210.07
1-1/2"	$11,612.85	$8,394.93
2"	$18,580.56	$13,436.93
3"	$37,161.12	$29,420.07
4"	$58,064.25	$50,420.00
6"	$116,128.50	$113,445.00
8"	$185,805.60	$134,444.93

WATER AND WASTEWATER IMPACT FEE UPDATE

PUBLIC HEARING

October 7, 2019

Water and Wastewater Impact Fee Background

- Governed by Chapter 395 of the Texas Local Government Code
- Why have Impact Fees?
  - ✓ Allows cities to recoup costs associated with infrastructure needed to serve future development
  - ✓ Alleviates burden of new facilities on existing customers
  - ✓ Makes "growth pay for a share of the growth"
- Study determines the maximum fee *allowed* by state law
- City Council sets the *actual* fee to be collected from new development

The Basic Question

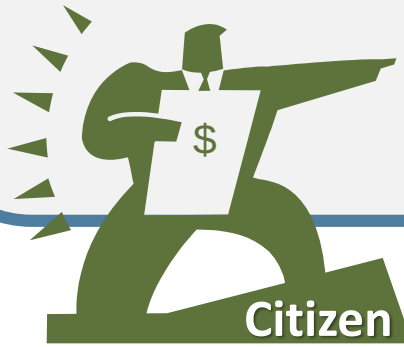
WHO PAYS FOR GROWTH?

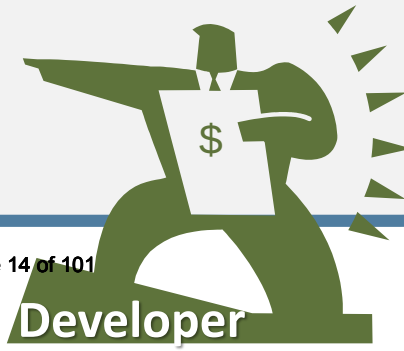
CAPITAL RECOVERY FEES

New development shares in part of this responsibility

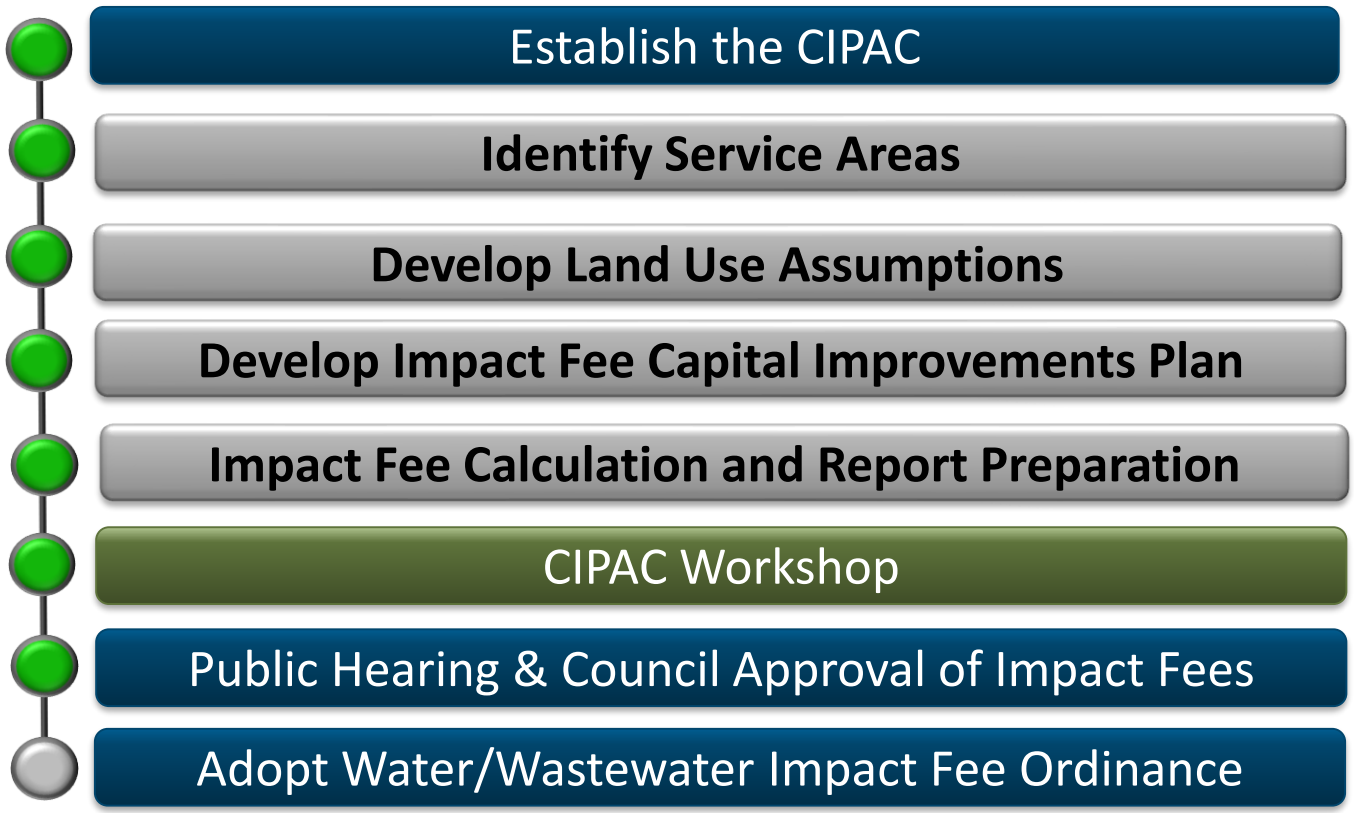
NO CAPITAL RECOVERY FEES

Existing and future tax payers build all capital facilities





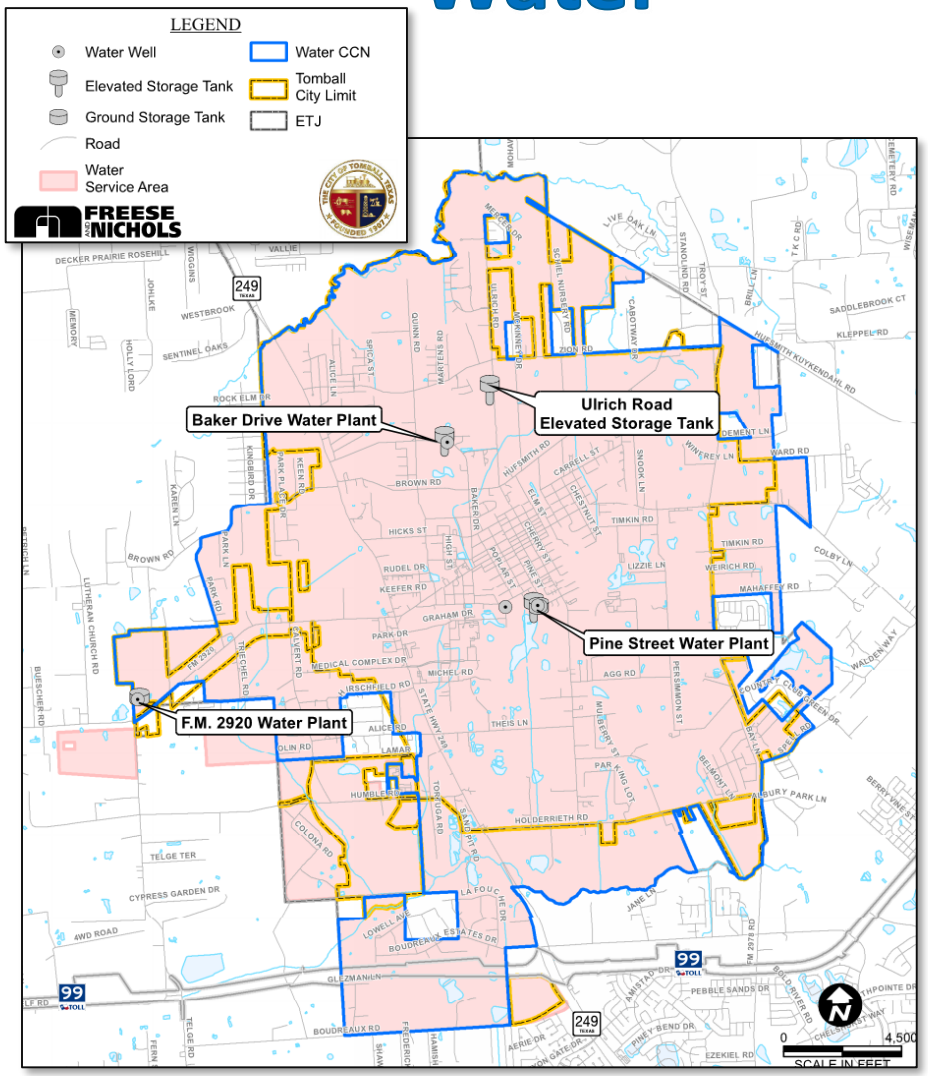
Impact Fee Process



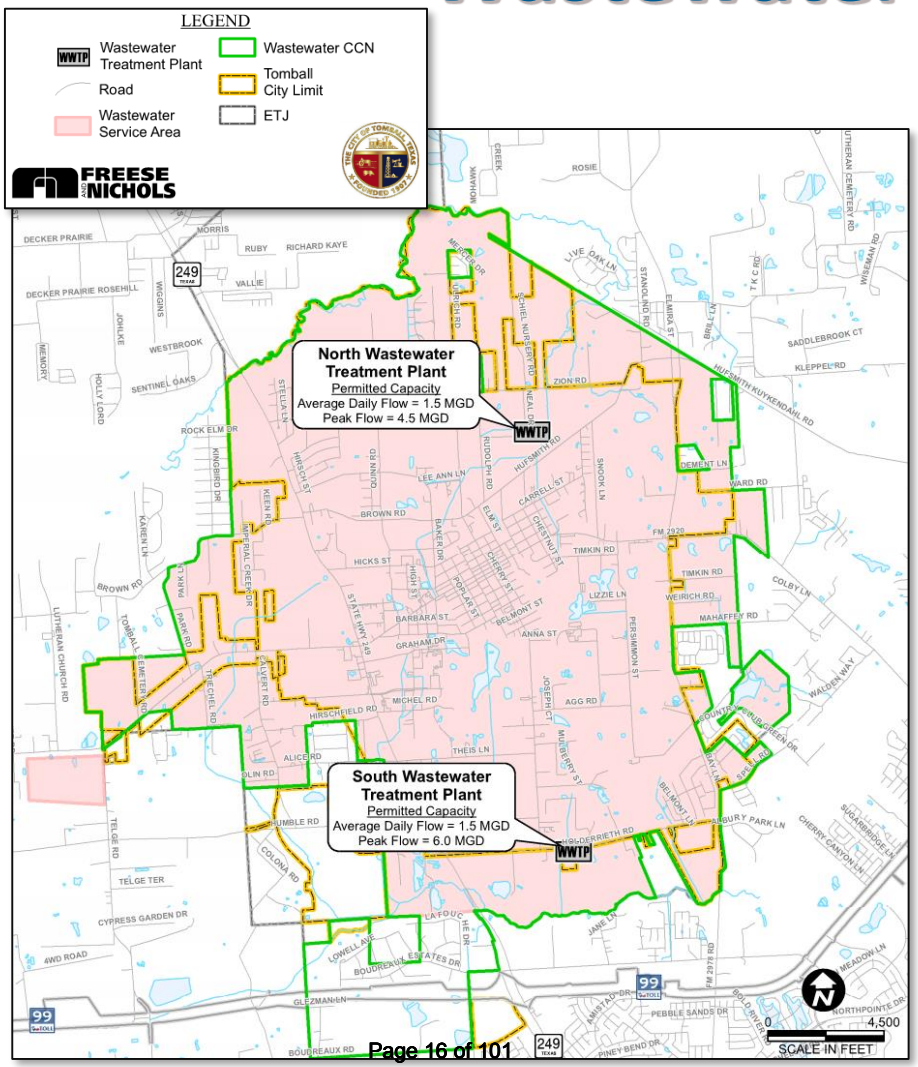
CIPAC =
Capital
Improvements
Projects
Advisory
Committee

Water and Wastewater Impact Fee Service Area

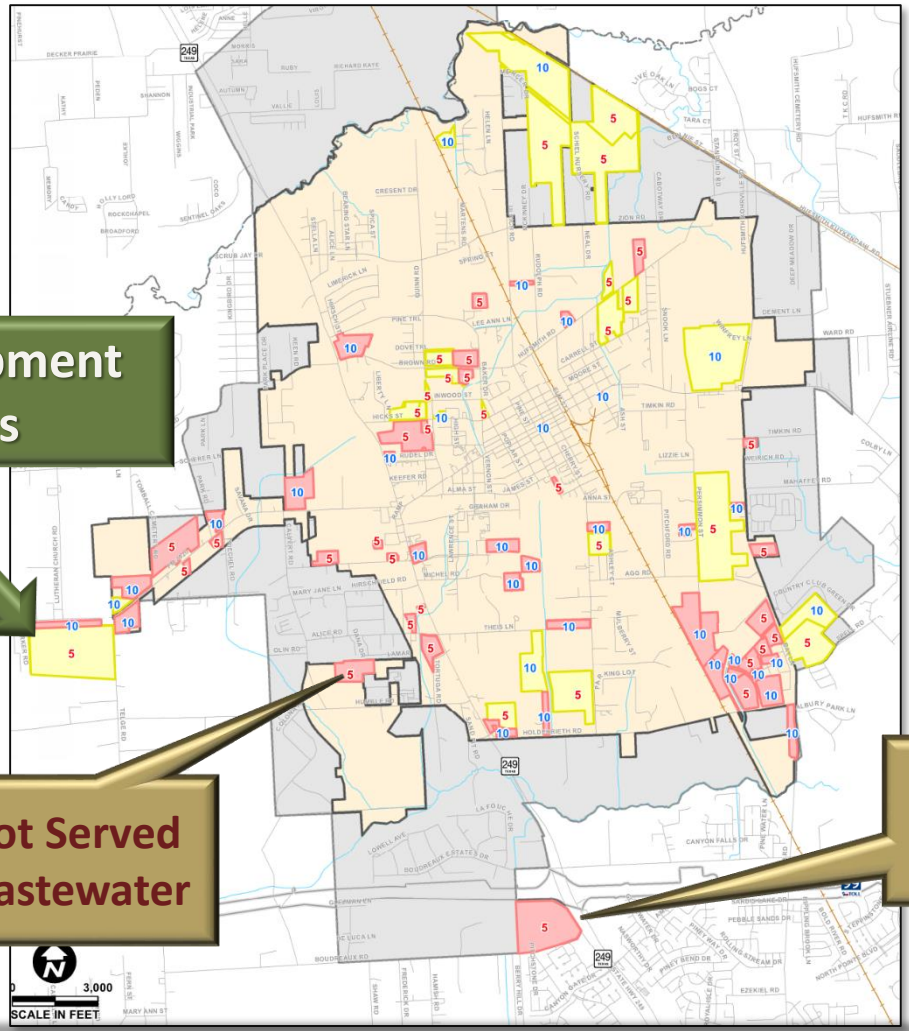
Water



Wastewater



Land Use Assumptions



CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
ANTICIPATED FUTURE DEVELOPMENTS
LEGEND

- Road
- Railroad
- Stream
- City Limit
- County Boundary
- Commercial
- Residential
- ETJ

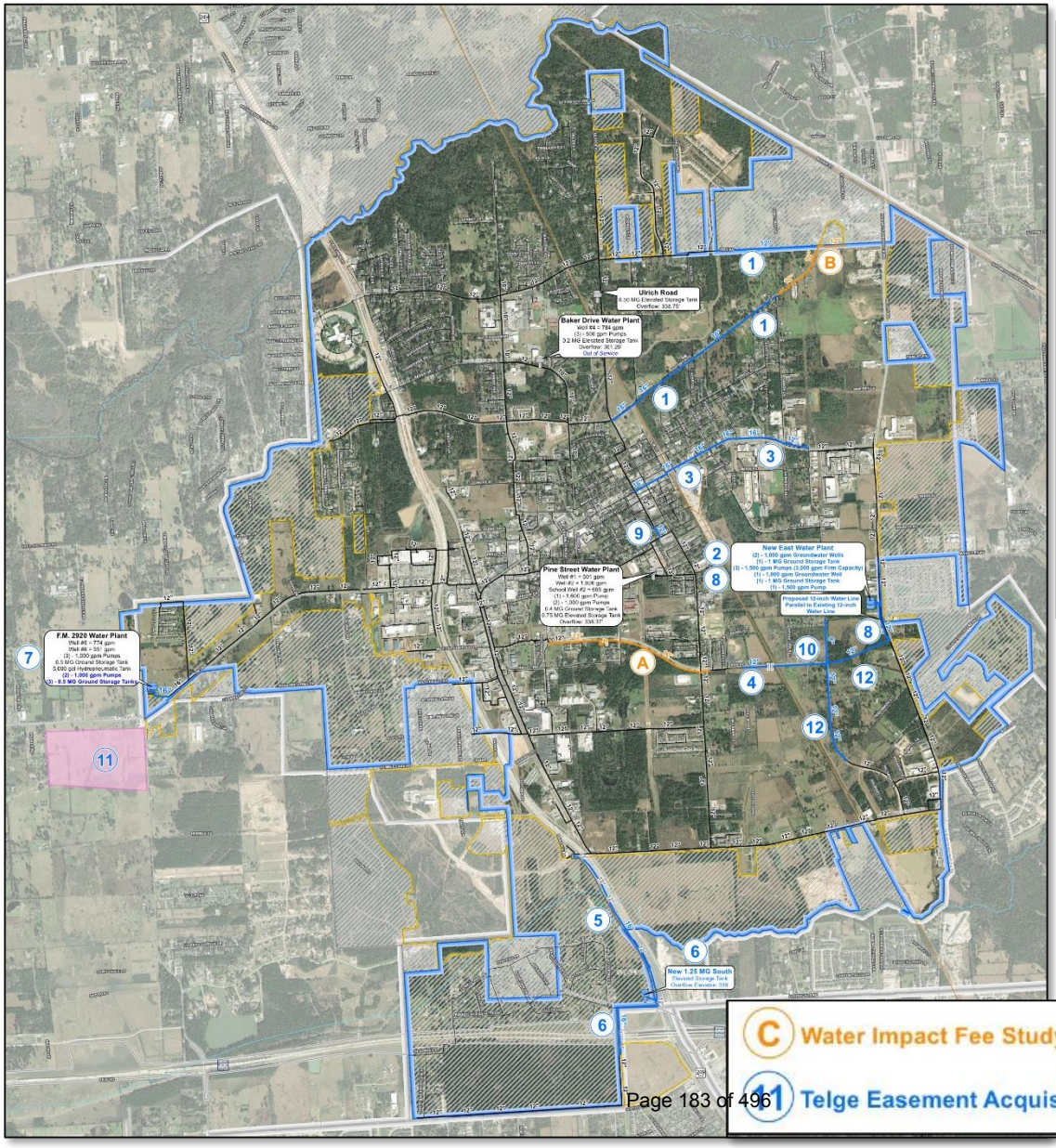
Planning Year
5-Year
10-Year

FREESE NICHOLS

10-Year Growth in Service Unit Equivalents (SUEs)

Water 3,237 **Wastewater** 2,833

Water Impact Fee
Capital Improvements Plan



LEGEND

Proposed Impact Fee Eligible
- Ground Storage Tank
- Elevated Storage Tank
- Water Line
- Line to be Replaced

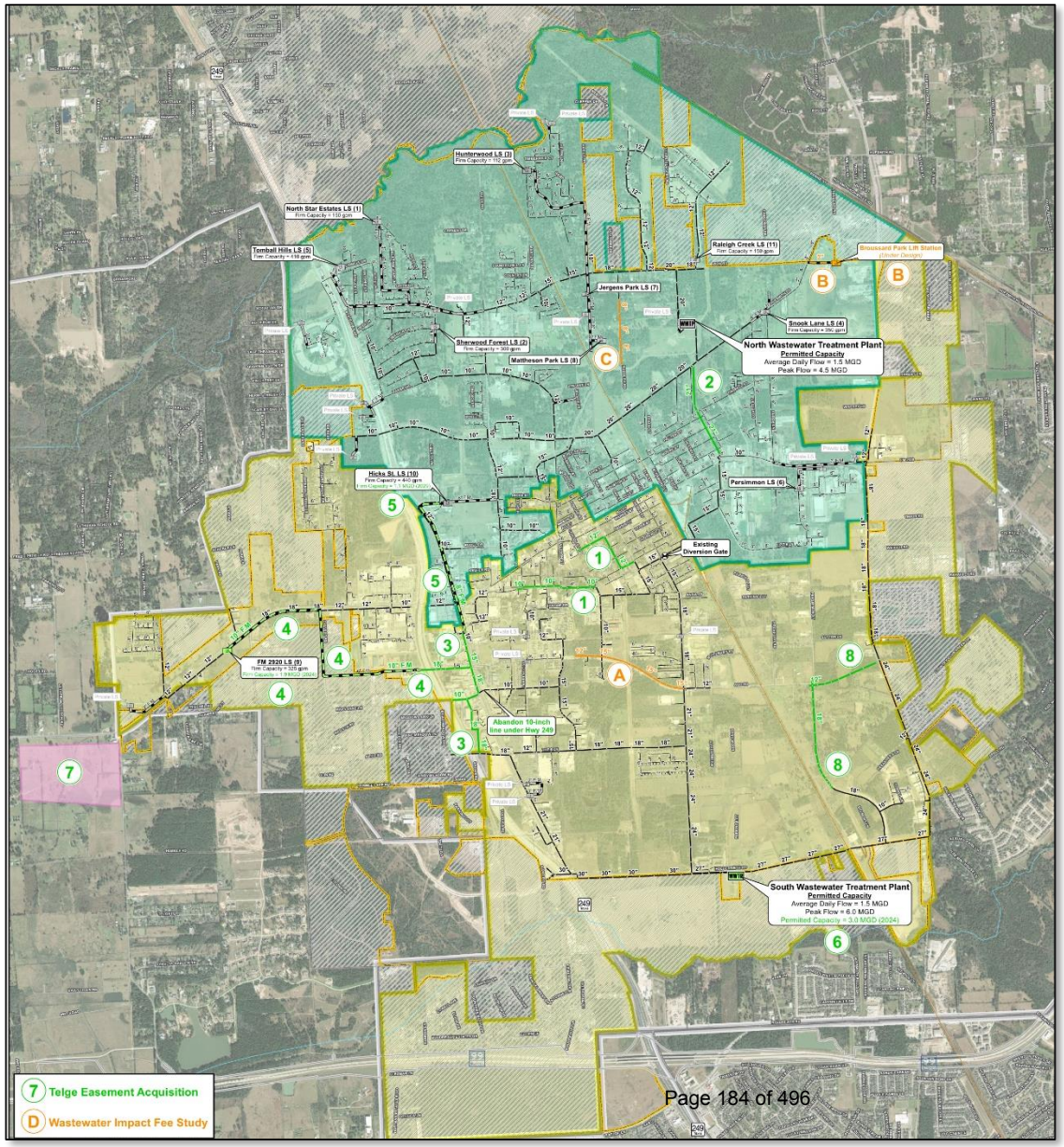
Existing Impact Fee Eligible
- Water Line

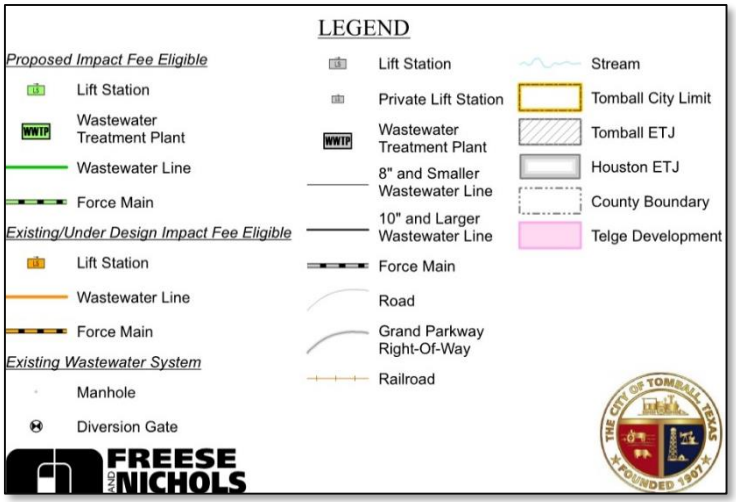
Existing Water System
- Ground Storage Tank
- Elevated Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line

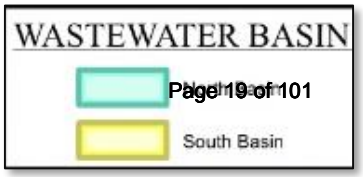
- Road
- Stream
- Railroad
- Tomball City Limit
- Tomball ETJ
- Houston ETJ
- County Boundary
- Water CCN
- Telge Development

FREESE AND NICHOLS

Wastewater Impact Fee Capital Improvements Plan







Water and Wastewater Impact Fee Calculations

- Determine Portion of Water and Wastewater 10-Year CIP Eligible for Impact Fees
- Utilize Land Use Assumptions to Calculate Growth in New Service Units
- Impact Fees Calculated by 50% Credit Method*

$$\text{Impact Fee Per Service Unit} = \frac{\text{50\% of Eligible CIP Cost*}}{\text{Growth in Service Units}}$$

*Texas Local Government Code §395.014 allows for a credit equal to 50% of the total projected cost of implementing the capital improvements plan

Water Impact Fee Calculation
Eligible CIP Cost

10-year Utilization Percentages – Water

No.		Description of Project	Percent Utilization			Costs Based on 2019 Dollars		
			2019[1]	2029	2019-2029	Capital Cost	Current Development	10-Year (2019-2029)
Existing/ Under-Design	A	Medical Complex Segment 3	0%	20%	20%	$507,350	$0	$101,470
	B	Hufsmith Water & Sewer Extension	0%	10%	10%	$533,274	$0	$53,327
	C	Water Impact Fee Update	0%	100%	100%	$29,550	$0	$29,550
		Existing Projects Sub-total				**$1,070,174**	**$0**	**$184,347**
Proposed	1	12-inch Water Line along Hufsmith Road	10%	20%	10%	$2,138,400	$213,840	$213,840
	2	New 3,000 gpm East Water Plant with 1.0 MG GST	0%	80%	80%	$15,332,400	$0	$12,265,920
	3	12/16-inch Water Line along Main Street	10%	20%	10%	$2,306,300	$230,630	$230,630
	4	12-inch Water Line along Medical Complex Drive	0%	40%	40%	$153,200	$0	$61,280
	5	16-inch Water Line along SH 249	0%	30%	30%	$1,615,900	$0	$484,770
	6	1.25 MG EST and 16-inch Water Line	0%	30%	30%	$7,058,300	$0	$2,117,490
	7	2,000 gpm FM 2920 Pump Station Expansion with 1.5 MG GSTs	0%	40%	40%	$4,578,400	$0	$1,831,360
	8	1,500 gpm East Water Plant Expansion with 1.0 MG GST	0%	10%	10%	$5,774,900	$0	$577,490
	9	12-inch Water Line along Oak Street	30%	50%	20%	$116,100	$34,830	$23,220
	10	8-inch Water Line along Persimmon Road	0%	20%	20%	$209,600	$0	$41,920
	11	Telge Easement Acquisition	0%	30%	30%	$697,225	$0	$209,168
	12	Medical Complex Segment 4B	0%	20%	20%	$870,422	$0	$174,084
		Proposed Projects Sub-total				**$40,851,147**	**$479,300**	**$18,231,172**
		Total				**$41,921,320**	**$479,300**	**$18,415,519**

(1) Utilization in 2019 on proposed projects indicates a portion of the project that will be used to address deficiencies within the existing system, and therefore are not eligible for capital recovery fee cost recovery for future growth.

Wastewater Impact Fee Calculation
Eligible CIP Cost

10-year Utilization Percentages – Wastewater

No.		Description of Project	Percent Utilization			Costs Based on 2019 Dollars		
			2019(1)	2029	2019-2029	Capital Cost	Current Development	10-Year (2019-2029)
Existing/ Under-Design	A	Medical Complex Segment 3	0%	10%	10%	$417,820	$0	$41,782
	B	Hufsmith Water & Sewer Extension	0%	100%	100%	$389,584	$0	$389,584
	C	Rudolph Road Sewer Extension	0%	50%	50%	$311,825	$0	$155,913
	D	Wastewater Impact Fee Update	0%	100%	100%	$29,550	$0	$29,550
		Existing Projects Sub-total				**$1,148,779**	**$0**	**$616,828**
Proposed	1	Replacement 10/12-inch Gravity Lines along Alma/James Streets	60%	65%	5%	$1,830,400	$1,098,240	$91,520
	2	Replacement 21/24-inch North Willow Street Gravity Line	85%	90%	5%	$928,900	$789,565	$46,445
	3	Replacement 15/18-inch Gravity Main along Tomball Pkwy (Hwy 249 B)	35%	85%	50%	$2,929,900	$1,025,465	$1,464,950
	4	FM 2920 Lift Station Expansion, Replacement Force Main and Gravity Line Expansions	30%	85%	55%	$4,826,100	$1,447,830	$2,654,355
	5	Hicks Lift Station Expansion and Replacement Force Main	80%	100%	20%	$1,654,100	$1,323,280	$330,820
	6	1.5 MGD Expansion of South WWTP	0%	25%	25%	$19,860,200	$0	$4,965,050
	7	Telge Easement Acquisition	0%	30%	30%	$697,225	$0	$209,168
	8	Medical Complex Segment 4B	0%	30%	30%	$1,652,124	$0	$495,637
		Proposed Project Sub-total				**$34,378,949**	**$5,684,380**	**$10,257,945**
		Total				**$35,527,728**	**$5,684,380**	**$10,874,773**

(1) Utilization in 2019 on proposed projects indicates a portion of the project that will be used to address deficiencies within the existing system, and therefore are not eligible for impact fee cost recovery for future growth.

Impact Fee Calculation

Water and Wastewater Impact Fee Calculation

	Water	Wastewater
Total Eligible Capital Improvement Costs	$18,415,519	$10,874,773
Total Eligible Financing Cost(1)	$6,064,260	$3,412,115
Total Eligible Impact Fee Costs	**$24,479,780**	**$14,286,887**
Growth in Service Units	3,237	2,833
Pre-Credit Maximum Allowable Impact Fee per Service Unit(2)	$7,562	$5,043
Impact Fee Rate Credit per Service Unit(3)	($3,781)	($2,521)
Maximum Allowable Impact Fee(4)	**$3,781**	**$2,521**

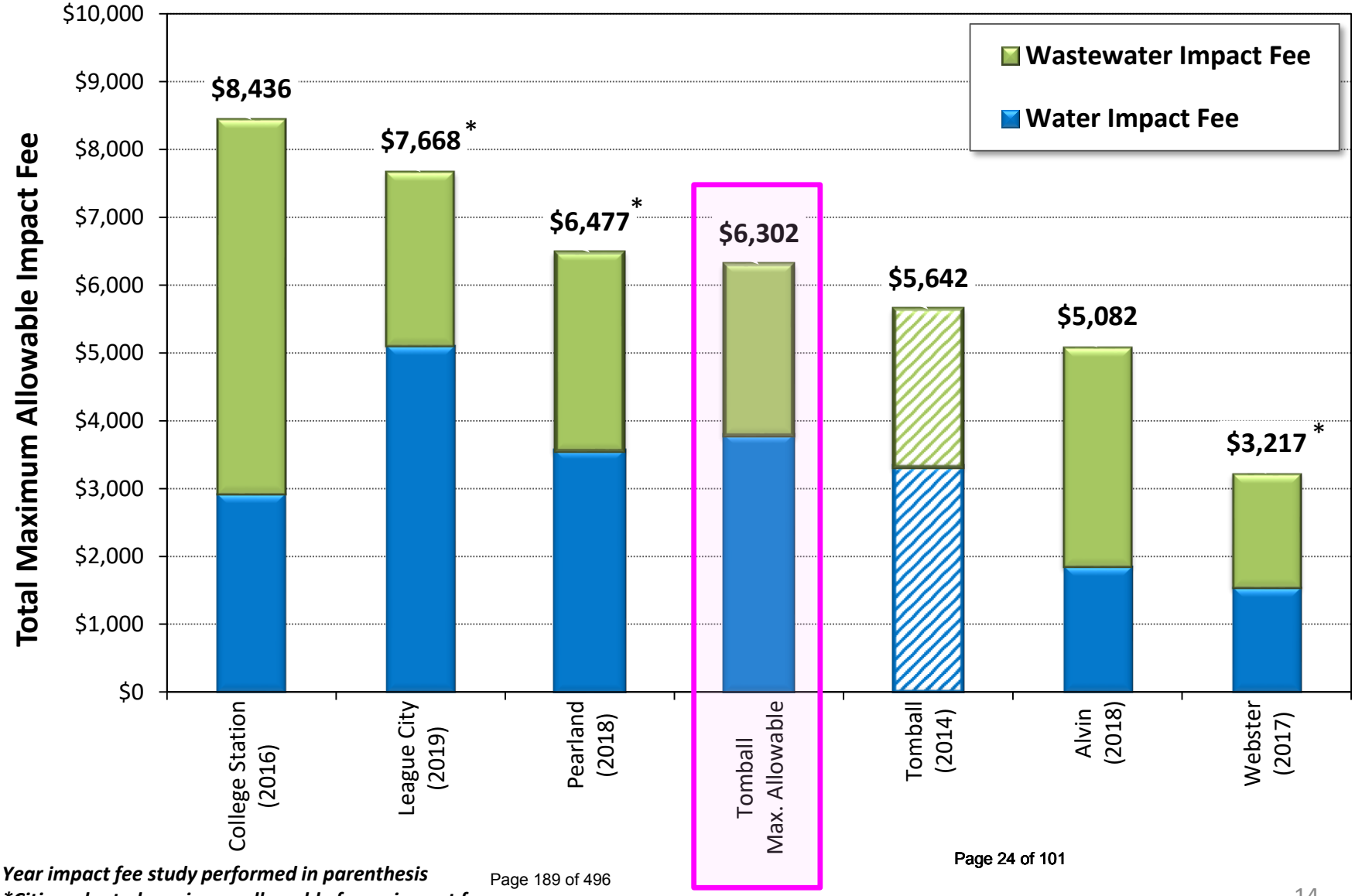
(1) 10-year finance costs calculated utilizing 4.0% interest rate.

(2) Total eligible costs divided by the growth in service units.

(3) Credit is 50% of maximum water impact fee per service unit.

(4) Maximum allowable impact fee is pre-credit maximum impact fee per service unit minus the impact fee credit per service unit.

Maximum Allowable Impact Fee Comparison



Year impact fee study performed in parenthesis
****Cities adopted maximum allowable fee as impact fee***

Water and Wastewater Impact Fee Schedule by Meter Size

Meter Size	Service Unit Equivalent	Impact Fees	
		Water	Wastewater
3/4"	1.00	$3,781.00	$2,521.00
1"	1.67	$6,314.27	$4,210.07
1-1/2"	3.33	$12,590.73	$8,394.93
2"	5.33	$20,152.73	$13,436.93
3"	11.67	$44,124.27	$29,420.07
4"	20.00	$75,620.00	$50,420.00
6"	45.00	$170,145.00	$113,445.00
8"	53.33	$201,640.73	$134,444.93

Maximum Allowable Impact Fee Per Service Unit with 50% Credit

City Council sets the actual water and wastewater impact fees to be collected from new development.

Water Recommended Impact Fee Schedule by Meter Size

Meter Size	Water Impact Fee					
	Current	Proposed 2019-2020	Proposed 2020-2021	Proposed 2021-2022	Proposed 2022-2023	Proposed 2023-2024
3/4"	$2,325.96	$2,674.85	$3,023.75	$3,372.64	$3,721.54	$3,781.00
1"	$5,814.90	$4,467.00	$5,049.66	$5,632.31	$6,214.97	$6,314.27
1-1/2"	$11,629.80	$8,907.25	$10,069.09	$11,230.89	$12,392.73	$12,590.73
2"	$18,607.68	$14,256.95	$16,116.59	$17,976.17	$19,835.81	$20,152.73
3"	$37,215.36	$31,215.50	$35,287.16	$39,358.71	$43,430.37	$44,124.27
4"	$58,149.00	$53,497.00	$60,475.00	$67,452.80	$74,430.80	$75,620.00
6"	$116,298.00	$120,368.25	$136,068.75	$151,768.80	$167,469.30	$170,145.00
8"	$186,076.80	$142,649.75	$161,256.59	$179,862.89	$198,469.73	$201,640.73

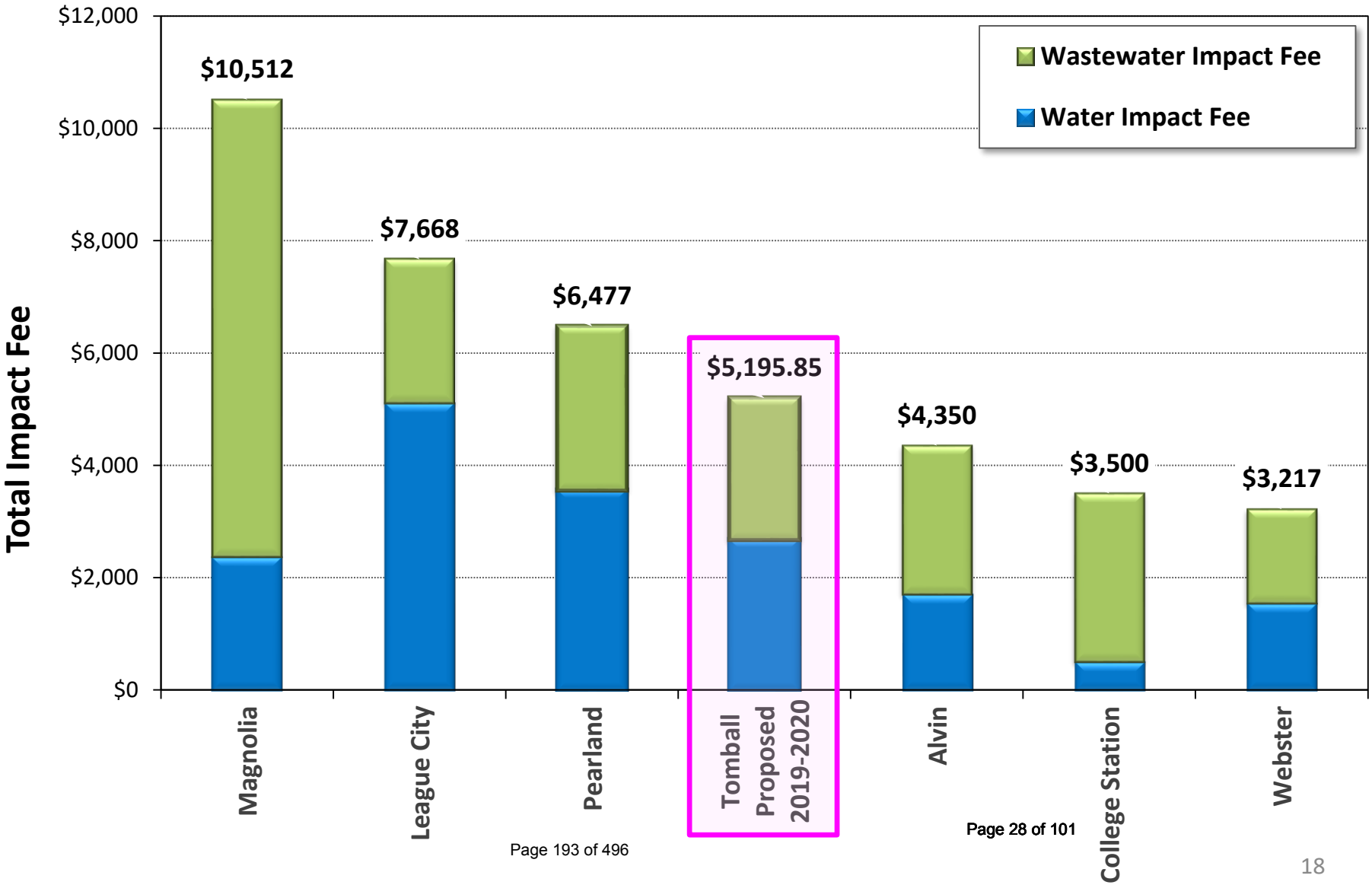
City Council sets the actual water and wastewater impact fees to be collected from new development.

Wastewater Recommended Impact Fee Schedule by Meter Size

Meter Size	Wastewater Impact Fee	
	Current	Proposed 2019-2024
3/4"	$2,322.57	$2,521.00
1"	$5,806.43	$4,210.07
1-1/2"	$11,612.85	$8,394.93
2"	$18,580.56	$13,436.93
3"	$37,161.12	$29,420.07
4"	$58,064.25	$50,420.00
6"	$116,128.50	$113,445.00
8"	$185,805.60	$134,444.93

City Council sets the actual water and wastewater impact fees to be collected from new development.

Impact Fee Comparison



Next Steps

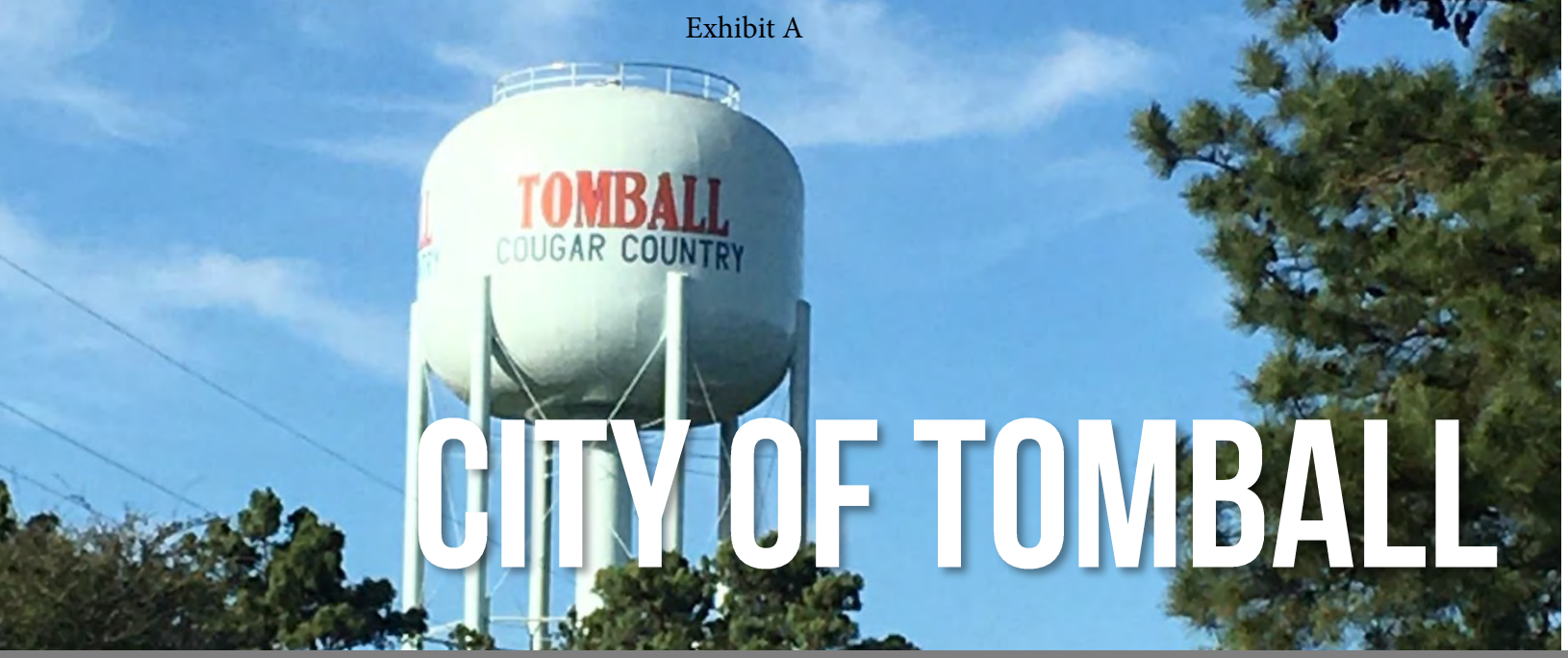
Action Item	Date	Action By
~~**CIPAC** Workshop – LUA, CIP, and Impact Fees~~	~~8/12/2019~~	~~City Staff, CIPAC, FNI~~
~~**CIPAC** submits written comments to Council~~	~~By 8/28/2019~~	~~City Staff, CIAC~~
~~**Council** Resolution for Public Hearing for Impact Fees~~	~~9/3/2019~~	~~City Staff, Council~~
~~Submit advertising for Public Hearing~~	~~By 9/4/2019~~	~~City Staff~~
Public Hearing – First Reading of Ordinance	10/7/2019	City Staff, Council, FNI
Second Reading and Adoption of Ordinance Implementing Impact Fees	10/21/2019	City Staff, Council, FNI

Q & A

Richard Weatherly, P.E.

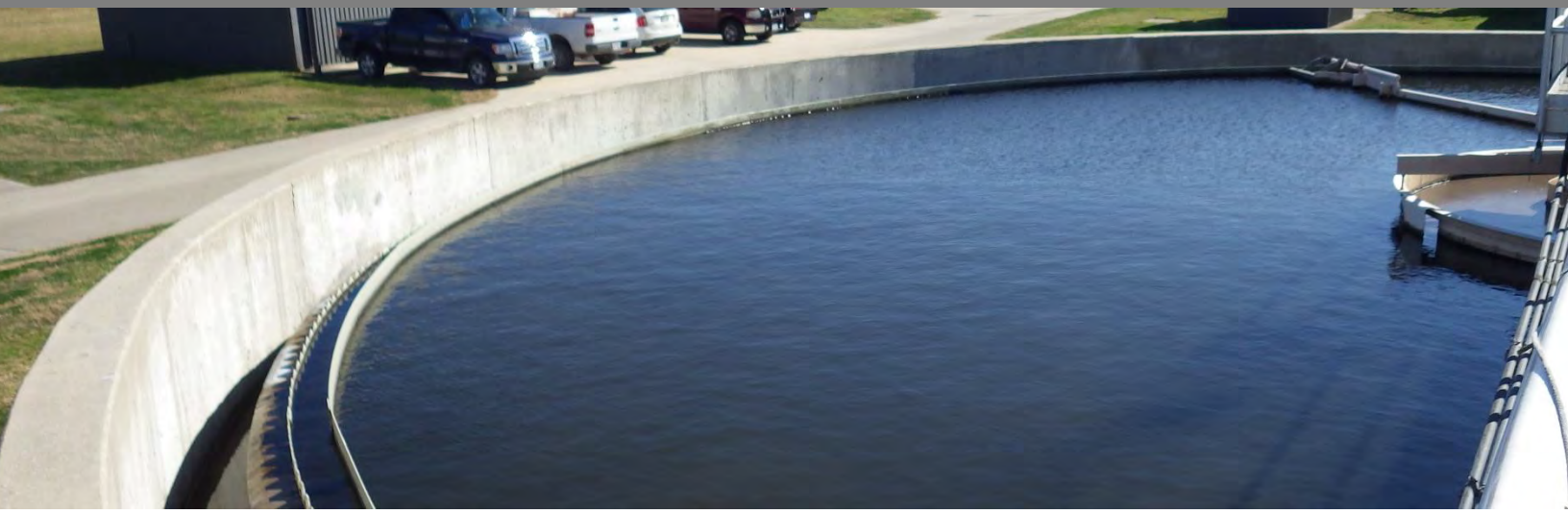
(713) 600-6824

Richard.Weatherly@freese.com



CITY OF TOMBALL

2019 WATER AND WASTEWATER IMPACT FEE STUDY



PREPARED FOR:

City of Tomball

PREPARED BY:

Freese and Nichols, Inc.
11200 Broadway Street, Suite 2320
Pearland, Texas 77584
832-456-4732

FREESE AND NICHOLS

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

2019 WATER AND WASTEWATER IMPACT FEE

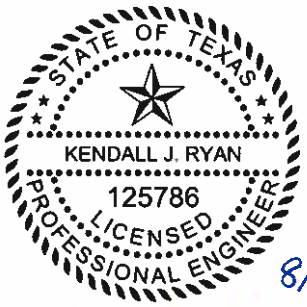
Prepared for:

City of Tomball

8/8/19

Richard Weatherly

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144



8/8/19

Kendall J. Ryan

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Prepared by:

FREESE AND NICHOLS, INC.
10200 Broadway Street, Suite 2320
Pearland, Texas 77584
832-456-4700

FNI Project No.
TMB18730

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APPENDICES

Appendix A Texas Local Government Code Section 395
Appendix B Anticipated Future Developments
Appendix C Water Project Costs
Appendix D Wastewater Project Costs

1.0 BACKGROUND AND SCOPE

In December 2018, the City of Tomball, Texas (City) authorized Freese and Nichols, Inc. (FNI) to perform an impact fee analysis for the City's water and wastewater systems. The purpose of this report is to document the land use assumptions and capital improvements plan which will be used in the development and calculation of water and wastewater impact fees for the City of Tomball, and to calculate the maximum allowable water and wastewater impact fees. The methodology used herein satisfies the requirements of the Texas Local Government Code (TLGC) Section 395 (**Section 1.1**) for the update of water and wastewater impact fees.

1.1 TEXAS LOCAL GOVERNMENT CODE

Chapter 395 of the Texas Local Government Code (**Appendix A**) requires an impact fee analysis before impact fees can be updated. Chapter 395 defines an impact fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." In September 2001, Chapter 395 was amended creating the current procedure for implementing impact fees. Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Fees paid to the consultant preparing or updating the capital improvements plan (CIP)
- Projected interest charges and other finance costs for projects identified in the CIP

Chapter 395 also identifies items that impact fees cannot be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvements plan
- Repair, operation, or maintenance of existing or new capital improvements
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development

- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above

As a funding mechanism for capital improvements, impact fees allow cities to recover the costs associated with new or facility expansion in order to serve future development. Statutory requirements mandate that impact fees be based on a specific list of improvements identified in a capital improvements program and only the cost attributed (and necessitated) by new growth over a 10-year period may be considered. As projects in the program are completed, planned costs are updated with actual costs to more accurately reflect the capital expenditure of the program. Additionally, new capital improvement projects may be added to the system.

1.2 IMPACT FEE DEVELOPMENT

FNI completed a *Water Master Plan* in 2018 *and* a *Wastewater Master Plan* in 2017 for the City of Tomball that included phased, prioritized recommendations for water and wastewater capital improvement plan (CIP) projects for 5-year, 10-year, and 25-year planning periods. The Impact Fee development process will utilize project recommendations and demand and flow projections developed as part of the City's Water and Wastewater Master Plans. The impact fee calculation is limited to project recommendations within the next 10 years that will serve projected growth.

As part of the impact fee process, FNI will conduct workshops with the City's appointed Capital Improvement Plan Advisory Committee (CIPAC) and City Council. FNI calculated the maximum allowable impact fee utilizing the 50% credit option, as allowed by TLGC Chapter 395. The CIPAC's role includes recommending a growth rate for impact fee calculations, reviewing and recommending land use assumptions and impact fee CIP, and recommending an impact fee amount to the City Council. The City Councils sets the impact fees to be collected.

1.3 LIST OF ABBREVIATIONS

The list of abbreviations used in this report are presented in **Table 1-1**.

Table 1-1: List of Abbreviations

Abbreviation	Actual
AD	Average Day
AWWA	American Water Works Association
CCN	Certificate of Convenience and Necessity
CIP	Capital Improvement Program
CIPAC	Capital Improvement Plan Advisory Committee
EST	Elevated Storage Tank
ETJ	Extra-Territorial Jurisdiction
FNI	Freese and Nichols, Inc.
ft	Feet
GIS	Geographic Information Systems
gpad	Gallons per acre per Day
gpcd	Gallons per Capita per Day
gpm	Gallons per Minute
GPTC	Grand Parkway Town Center
GST	Ground Storage Tank
HCID	Harris County Improvement District
HGAC	Houston Galveston Area Council
MD	Maximum Day
MG	Million Gallons
MGD	Million Gallons per Day
NHCRWA	North Harris County Regional Water Authority
PH	Peak Hour
psi	Pounds per Square Inch
SCADA	Supervisory Control and Data Acquisition
SH	State Highway
SUD	Special Utility District
SUE	Service Unit Equivalent
TCEQ	Texas Commission on Environmental Quality

2.0 LAND USE ASSUMPTIONS

Population and land use are important elements in the analysis of water and wastewater systems. To assist the City of Tomball in determining the need and timing of capital improvements to serve future development, a reasonable estimation of future growth is required. Growth and development projections were formulated based on assumptions pertaining to the type, location, quantity, and timing of various future land uses within the community. These land use assumptions, which include population projections, will become the basis for the preparation of impact fee capital improvement plans for water and wastewater facilities.

2.1 WATER AND WASTEWATER IMPACT FEE SERVICE AREAS

The impact fee service area for Tomball's water system is defined by the City limits and a portion of the City's Extra-Territorial Jurisdiction (ETJ). The City's existing water service area encompasses an area of approximately 19 square miles, shown on **Figure 2-1**. The impact fee service area for Tomball's wastewater system is similar to the water system impact fee service area, with the exception of the Boudreaux Estates subdivision, shown on **Figure 2-2**.

2.2 PROJECTED POPULATION

Population growth projections were established based on information prepared by FNI for the City's *2018 Water Master Plan Update* and *2017 Wastewater Master Plan Update*, as well as information on recent and upcoming developments from the City's Community Development department. The Tomball Economic Development Corporation indicated a current population of 11,962, which represents the wastewater service area. The Boudreaux Estates estimated population of 538 people was added to represent the current water service area population. The City's projected future developments are shown on **Figure 2-3**, for the purposes of this impact fee study. Detailed population and commercial acreage projections for the developments are presented in **Appendix B** of this report. **Table 2-1** shows the projected population for the water and wastewater impact fee service areas.

Table 2-1: Water and Wastewater Impact Fee Service Area Population

Year	Water Service Area Population	Wastewater Service Area Population
2019	12,500	11,962
2024	17,985	17,447
2029	19,314	18,776

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FIGURE 2-1
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
WATER IMPACT FEE SERVICE AREA

LEGEND

- Water Well
- Elevated Storage Tank
- Ground Storage Tank
- Road
- Water Service Area
- Water CCN
- Tomball City Limit
- ETJ

FREESE AND NICHOLS

Baker Drive Water Plant

Ulrich Road Elevated Storage Tank

Pine Street Water Plant

F.M. 2920 Water Plant

0 4,500
SCALE IN FEET

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FIGURE 2-2
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
WASTEWATER IMPACT FEE SERVICE AREA

LEGEND

- WWTP — Wastewater Treatment Plant
- Road
- Wastewater Service Area
- Wastewater CCN
- Tomball City Limit
- ETJ

FREESE AND NICHOLS

North Wastewater Treatment Plant
Permitted Capacity
Average Daily Flow = 1.5 MGD
Peak Flow = 4.5 MGD

South Wastewater Treatment Plant
Permitted Capacity
Average Daily Flow = 1.5 MGD
Peak Flow = 6.0 MGD

0 4,500
SCALE IN FEET

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FIGURE 2-3
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
ANTICIPATED FUTURE DEVELOPMENTS

LEGEND

- Road
- Railroad
- Stream
- City Limit
- County Boundary
- Commercial
- Residential
- ETJ

Planning Year
5-Year
10-Year

FREESE AND NICHOLS

THE CITY OF TOMBALL TEXAS FOUNDED 1907

0 3,000
SCALE IN FEET

3.0 CAPITAL IMPROVEMENTS PLAN

Water and wastewater CIPs were developed for the City of Tomball as part of the City's *2018 Water Master Plan Update* and *2017 Wastewater Master Plan Update*. The recommended improvements will provide the required capacity and reliability to meet projected water demands and wastewater flows through buildout. The water and wastewater projects required to meet growth in the 10-year period were used in the impact fee analysis.

3.1 WATER AND WASTEWATER LOAD PROJECTIONS

The population and land use data were used to develop future water demands and wastewater flows based on a projected average day per capita use and peaking factors. The design criteria used to project water demands and wastewater flows were developed as part of the *2018 Water Master Plan Update* and *2017 Wastewater Master Plan Update*. **Table 3-1** presents the projected water demands and **Table 3-2** presents the projected wastewater flows for the City of Tomball in million gallons per day (MGD).

Table 3-1: Projected Water Demands

Year	Average Day Demand (MGD)	Maximum Day Demand (MGD)	Peak Hourly Demand (MGD)
2019	2.13	4.78	8.13
2024	3.51	7.90	13.43
2029	4.01	9.02	15.33

Table 3-2: Projected Wastewater Flows

Basin	Year	Total Average Daily Flow (MGD)
North WWTP	2019	0.71
	2024	0.94
	2029	0.97
South WWTP	2019	0.90
	2024	1.40
	2029	1.75

3.2 WATER AND WASTEWATER SYSTEM IMPROVEMENTS

Proposed water and wastewater system projects were developed as part of the CIPs presented in the *2018 Water Master Plan Update* and *2017 Wastewater Master Plan Update*. Project No. 8 from the *2017 Wastewater Master Plan Update* was upsized to accommodate the Telge/Trendmaker development, since

that development was not included in the planning assumptions for that study. Based on the updated future developments projections, Project No. 16 from the *2017 Wastewater Master Plan Update* was moved into within 10-year planning period to accommodate the anticipated growth in South WWTP basin.

A summary of the costs for each of the projects required for the 10-year growth period used in the impact fee analysis for both the water and wastewater systems are shown in **Table 3-3** and **Table 3-4**, respectively. Detailed project costs for the water and wastewater system are included in **Appendix C** and **D**, respectively. Costs listed for the existing projects are based on actual design and construction costs provided by the City. The proposed 10-year water system projects are shown on **Figure 3-1**. The proposed 10-year wastewater system projects are shown on **Figure 3-2**.

Table 3-3: Proposed Water System Impact Fee Eligible Capital Projects

Impact Fee Eligible CIP No.	Description of Project	Capital Cost (2019 Dollars)
EXISTING		
A	Medical Complex Segment 3	$507,350
B	Hufsmith Water & Sewer Extension	$533,274
C	Water Impact Fee Update	$29,550
	Existing Projects Sub-total	**$1,070,174**
PROPOSED		
1	12-inch Water Line along Hufsmith Road	$2,138,400
2	New 3,000 gpm East Water Plant with 1.0 MG GST	$15,332,400
3	12/16-inch Water Line along Main Street	$2,306,300
4	12-inch Water Line along Medical Complex Drive	$153,200
5	16-inch Water Line along SH 249	$1,615,900
6	1.25 MG EST and 16-inch Water Line	$7,058,300
7	2,000 gpm FM 2920 Pump Station Expansion with 1.5 MG GSTs	$4,578,400
8	1,500 gpm East Water Plant Expansion with 1.0 MG GST	$5,774,900
9	12-inch Water Line along Oak Street	$116,100
10	8-inch Water Line along Persimmon Road	$209,600
11	Telge Easement Acquisition	$697,225
12	Medical Complex Segment 4B	$870,422
	Proposed Projects Sub-total	**$40,851,147**
	Total	**$41,921,320**

Table 3-4: Proposed Wastewater System Impact Fee Eligible Capital Projects

Impact Fee Eligible CIP No.	Description of Project	Capital Cost (2019 Dollars)
EXISTING		
A	Medical Complex Segment 3	$417,820
B	Hufsmith Water & Sewer Extension	$389,584
C	Rudolph Road Sewer Extension	$311,825
D	Wastewater Impact Fee Update	$29,550
	Existing Projects Sub-total	**$1,148,779**
PROPOSED		
1	Replacement 10/12-inch Gravity Lines along Alma/James Streets	$1,830,400
2	Replacement 21/24-inch North Willow Street Gravity Line	$928,900
3	Replacement 15/18-inch Gravity Main along Tomball Pkwy (Hwy 249 B)	$2,929,900
4	FM 2920 Lift Station Expansion, Replacement Force Main and Gravity Line Expansions	$4,826,100
5	Hicks Lift Station Expansion and Replacement Force Main	$1,654,100
6	1.5 MGD Expansion of South WWTP	$19,860,200
7	Telge Easement Acquisition	$697,225
8	Medical Complex Segment 4B	$1,652,124
	Proposed Projects Sub-total	**$34,378,949**
	Total	**$35,527,728**

Ulrich Road
0.50 MG Elevated Storage Tank
Overflow: 338.75'

Baker Drive Water Plant
Well #4 = 784 gpm
(3) - 500 gpm Pumps
0.2 MG Elevated Storage Tank
Overflow: 301.26'
Out of Service

Pine Street Water Plant
Well #1 = 501 gpm
Well #2 = 1,926 gpm
School Well #2 = 665 gpm
(1) - 1,600 gpm Pump
(2) - 1,000 gpm Pumps
0.4 MG Ground Storage Tank
0.75 MG Elevated Storage Tank
Overflow: 338.37'

F.M. 2920 Water Plant
Well #5 = 774 gpm
Well #6 = 551 gpm
(3) - 1,000 gpm Pumps
0.5 MG Ground Storage Tank
5,000 gal Hydropneumatic Tank
(2) - 1,000 gpm Pumps
(3) - 0.5 MG Ground Storage Tanks

New East Water Plant
(2) - 1,000 gpm Groundwater Wells
(1) - 1 MG Ground Storage Tank
(3) - 1,500 gpm Pumps (3,000 gpm Firm Capacity)
(1) - 1,000 gpm Groundwater Well
(1) - 1 MG Ground Storage Tank
(1) - 1,500 gpm Pump

Proposed 12-inch Water Line Parallel to Existing 12-inch Water Line

New 1.25 MG South
Elevated Storage Tank
Overflow Elevation 338'

C Water Impact Fee Study

11 Telge Easement Acquisition

The utility alignments and facility sites shownon this figure are for illustrative purposes only and do not set the alignments or locations. The locations of utility alignments and facility sites will be determined in final design.

0 1,500 3,000
SCALE IN FEET

FIGURE 3-1
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
WATER IF CAPITAL IMPROVEMENTS

LEGEND

Proposed Impact Fee Eligible
- Ground Storage Tank
- Elevated Storage Tank
- Water Line
- Line to be Replaced

Existing Impact Fee Eligible
- Water Line

Existing Water System
- Ground Storage Tank
- Elevated Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line

- Road
- Stream
- Railroad
- Tomball City Limit
- Tomball ETJ
- Houston ETJ
- County Boundary
- Water CCN
- Telge Development

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THE CITY OF TOMBALL TEXAS FOUNDED 1907

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FIGURE 3-2

CITY OF TOMBALL

WATER AND WASTEWATER IMPACT FEE
WASTEWATER IF CAPITAL IMPROVEMENTS

Hunterwood LS (3)
Firm Capacity = 112 gpm

North Star Estates LS (1)
Firm Capacity = 150 gpm

Tomball Hills LS (5)
Firm Capacity = 410 gpm

Sherwood Forest LS (2)
Firm Capacity = 300 gpm

Jergens Park LS (7)

Mattheson Park LS (8)

Raleigh Creek LS (11)
Firm Capacity = 150 gpm

Broussard Park Lift Station
(Under Design)

Snook Lane LS (4)
Firm Capacity = 350 gpm

North Wastewater Treatment Plant
Permitted Capacity
Average Daily Flow = 1.5 MGD
Peak Flow = 4.5 MGD

Persimmon LS (6)

Hicks St. LS (10)
Firm Capacity = 440 gpm
Firm Capacity = 1.1 MGD (2029)

FM 2920 LS (9)
Firm Capacity = 325 gpm
Firm Capacity = 1.9 MGD (2024)

Existing Diversion Gate

Abandon 10-inch line under Hwy 249

South Wastewater Treatment Plant
Permitted Capacity
Average Daily Flow = 1.5 MGD
Peak Flow = 6.0 MGD
Permitted Capacity = 3.0 MGD (2024)

7 Telge Easement Acquisition

D Wastewater Impact Fee Study

LEGEND

Proposed Impact Fee Eligible
- Lift Station
- Wastewater Treatment Plant
- Wastewater Line
- Force Main

Existing/Under Design Impact Fee Eligible
- Lift Station
- Wastewater Line
- Force Main

Existing Wastewater System
- Manhole
- Diversion Gate
- Lift Station
- Private Lift Station
- Wastewater Treatment Plant
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- Force Main
- Road
- Grand Parkway Right-Of-Way
- Railroad
- Stream
- Tomball City Limit
- Tomball ETJ
- Houston ETJ
- County Boundary
- Telge Development

WASTEWATER BASIN
- North Basin
- South Basin

The utility alignments and facility sites shownon this figure are for illustrative purposes only and do not set the alignments or locations. The locations of utility alignments and facility sites will be determined in final design.

0 1,500 3,000
SCALE IN FEET

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Updated: Thursday, August 08, 2019 9:33:57 AM

4.0 WATER AND WASTEWATER IMPACT FEE ANALYSIS

The water and wastewater impact fee analysis involves determining the utilization of existing and proposed projects as defined by the capital improvement plan to serve new development over the next 10-year period. For existing or proposed projects, the impact fee is calculated as a percentage of the project cost, based upon the percentage of the project's capacity required to serve development projected to occur between 2019 and 2029. Capacity serving existing development and development projected to occur beyond the 10-year period is not impact fee eligible.

4.1 SERVICE UNITS

The maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period. A water service unit is defined as the service equivalent to a water connection for a single-family residence. The City of Tomball does not directly meter wastewater flows and bills for wastewater services based on the customer's water consumption. Therefore, a wastewater service unit is defined as the wastewater service provided to a customer with a water connection for a single-family residence.

The service associated with public, commercial, and industrial connections is converted into service units based upon the capacity of the meter used to provide service. The number of service units required to represent each meter size is based on the safe maximum operating capacity of the appropriate meter type. The City primarily uses displacement meters for sizes 2-inch and smaller. Compound meters are typically used for sizes greater than 2-inches. American Water Works Association (AWWA) standards C700 (Cold Water Meters – Displacement Type) and C702 (Cold Water Meters – Compound Type) were used to determine the safe maximum operating capacity. The service unit equivalent for each meter size used by the City is listed in **Table 4-1**.

Table 4-1: Service Unit Equivalencies

Meter Size	Meter Type	AWWA Standard	Safe Maximum Operating Capacity (gpm)	Service Unit Equivalent
3/4"	Displacement	C700	30	1.00
1"	Displacement	C700	50	1.67
1-1/2"	Displacement	C700	100	3.33
2"	Displacement	C700	160	5.33
3"	Compound	C702	350	11.67
4"	Compound	C702	600	20.00
6"	Compound	C702	1,350	45.00
8"	Compound	C702	1,600	53.33

Typically, in Tomball, single-family residences are served with 3/4-inch water meters. Larger meters represent public, commercial, and industrial water use. The City provided data that included the meter size of each active water meter as of December 2018. The projected service units for 2029 were developed based on future development water meter data provided by the City and expected growth in population and commercial acreage between 2019 and 2029. **Table 4-2** shows the water service units for 2019 and the projected service units for 2029 in the water service area. The Grand Parkway Town Center (GPTC) is anticipated to require 398 water equivalent single family connections or SUEs. **Table 4-3** shows the wastewater service units for 2019 and the projected service units for 2029 in the wastewater service area. The City is anticipated to provide water service but not wastewater services to the Grand Parkway Town Center and the HCID 17 area future developments.

Table 4-2: Water Service Units

Meter Size	2019 Meters	2019 Service Units	2029 Meters	2029 Service Units	Growth in Service Units
3/4"	3,124	3,124	5,383	5,383	2,259
1"	208	347	348	580	233
1-1/2"	103	344	103	344	0
2"	389	2,075	403	2,150	75
3"	43	502	44	514	12
4"	30	600	43	860	260
6"	6	270	6	270	0
GPTC	-	-	-	398	398
Total	**3,903**	**7,262**	**6,330**	**10,499**	**3,237**

Table 4-3: Wastewater Service Units

Meter Size	2019 Meters	2019 Service Units	2029 Meters	2029 Service Units	Growth in Service Units
3/4"	2,917	2,917	5,176	5,176	2,259
1"	208	347	344	574	227
1-1/2"	103	344	103	344	0
2"	389	2,075	403	2,150	75
3"	43	502	44	514	12
4"	30	600	43	860	260
6"	6	270	6	270	0
Total	**3,696**	**7,055**	**6,119**	**9,888**	**2,833**

4.2 WATER AND WASTEWATER CAPACITY ANALYSIS

Existing and proposed water and wastewater projects were evaluated to determine the proportion of the project that will be utilized within the next 10 years. The 10-year utilization will define the percentage of the project cost that is impact fee eligible. A summary of the project costs required for the 10-year growth period used in the impact fee analysis for both the water and wastewater systems are shown in **Table 4-4** and **Table 4-5,** respectively. The 2019 percent utilization is the portion of a project's capacity required to serve existing development and is therefore not included in the impact fee eligible cost. The 2029 percent utilization is the portion of the project's capacity that will be utilized by 2029. The 2019 - 2029 percent utilization is the portion of the project's capacity required to serve growth from 2019 to 2029. The portion of a project's total cost that is used to serve growth projected to occur from 2019 through 2029 is calculated as the total project cost multiplied by the 2019 - 2029 percent utilization. Only this portion of the cost is used in the impact fee analysis.

Table 4-4: Cost Allocation for Water Impact Fee Calculation

No.		Description of Project	Percent Utilization			Costs Based on 2019 Dollars		
			2019[(1)]	2029	2019-2029	Capital Cost	Current Development	10-Year (2019-2029)
Existing	A	Medical Complex Segment 3	0%	20%	20%	$507,350	$0	$101,470
	B	Hufsmith Water & Sewer Extension	0%	10%	10%	$533,274	$0	$53,327
	C	Water Impact Fee Update	0%	100%	100%	$29,550	$0	$29,550
		Existing Projects Sub-total				**$1,070,174**	**$0**	**$184,347**
Proposed	1	12-inch Water Line along Hufsmith Road	10%	20%	10%	$2,138,400	$213,840	$213,840
	2	New 3,000 gpm East Water Plant with 1.0 MG GST	0%	80%	80%	$15,332,400	$0	$12,265,920
	3	12/16-inch Water Line along Main Street	10%	20%	10%	$2,306,300	$230,630	$230,630
	4	12-inch Water Line along Medical Complex Drive	0%	40%	40%	$153,200	$0	$61,280
	5	16-inch Water Line along SH 249	0%	30%	30%	$1,615,900	$0	$484,770
	6	1.25 MG EST and 16-inch Water Line	0%	30%	30%	$7,058,300	$0	$2,117,490
	7	2,000 gpm FM 2920 Pump Station Expansion with 1.5 MG GSTs	0%	40%	40%	$4,578,400	$0	$1,831,360
	8	1,500 gpm East Water Plant Expansion with 1.0 MG GST	0%	10%	10%	$5,774,900	$0	$577,490
	9	12-inch Water Line along Oak Street	30%	50%	20%	$116,100	$34,830	$23,220
	10	8-inch Water Line along Persimmon Road	0%	20%	20%	$209,600	$0	$41,920
	11	Telge Easement Acquisition	0%	30%	30%	$697,225	$0	$209,168
	12	Medical Complex Segment 4B	0%	20%	20%	$870,422	$0	$174,084
		Proposed Projects Sub-total				**$40,851,147**	**$479,300**	**$18,231,172**
		Total				**$41,921,320**	**$479,300**	**$18,415,519**

(1) Utilization in 2019 on proposed projects indicates a portion of the project that will be used to address deficiencies within the existing system, and therefore are not eligible for capital recovery fee cost recovery for future growth.

Table 4-5: Cost Allocation for Wastewater Impact Fee Calculation

No.		Description of Project	Percent Utilization			Costs Based on 2019 Dollars		
			2019[1]	2029	2019-2029	Capital Cost	Current Development	10-Year (2019-2029)
Existing	A	Medical Complex Segment 3	0%	10%	10%	$417,820	$0	$41,782
	B	Hufsmith Water & Sewer Extension	0%	100%	100%	$389,584	$0	$389,584
	C	Rudolph Road Sewer Extension	0%	50%	50%	$311,825	$0	$155,913
	D	Wastewater Impact Fee Update	0%	100%	100%	$29,550	$0	$29,550
		Existing Projects Sub-total				**$1,148,779**	**$0**	**$616,828**
Proposed	1	Replacement 10/12-inch Gravity Lines along Alma/James Streets	60%	65%	5%	$1,830,400	$1,098,240	$91,520
	2	Replacement 21/24-inch North Willow Street Gravity Line	85%	90%	5%	$928,900	$789,565	$46,445
	3	Replacement 15/18-inch Gravity Main along Tomball Pkwy (Hwy 249 B)	35%	85%	50%	$2,929,900	$1,025,465	$1,464,950
	4	FM 2920 Lift Station Expansion, Replacement Force Main and Gravity Line Expansions	30%	85%	55%	$4,826,100	$1,447,830	$2,654,355
	5	Hicks Lift Station Expansion and Replacement Force Main	80%	100%	20%	$1,654,100	$1,323,280	$330,820
	6	1.5 MGD Expansion of South WWTP	0%	25%	25%	$19,860,200	$0	$4,965,050
	7	Telge Easement Acquisition	0%	30%	30%	$697,225	$0	$209,168
	8	Medical Complex Segment 4B	0%	30%	30%	$1,652,124	$0	$495,637
		Proposed Project Sub-total				**$34,378,949**	**$5,684,380**	**$10,257,945**
		Total				**$35,527,728**	**$5,684,380**	**$10,874,773**

(1) Utilization in 2019 on proposed projects indicates a portion of the project that will be used to address deficiencies within the existing system, and therefore are not eligible for impact fee cost recovery for future growth.

4.3 MAXIMUM IMPACT FEE CALCULATION

Chapter 395 of the Texas Local Government Code states that the maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period (2019 – 2029).

Chapter 395 also requires that the City either discount 50% from the computed maximum fee or establish a reimbursement method for ad valorem tax and utility service revenues generated and take a credit for any debt payment included in the CIP. The City of Tomball elected to use the 50% credit option for this study. The maximum allowable water and wastewater impact fees are calculated below.

4.3.1 Maximum Allowable Water Impact Fee

The total projected costs include the projected capital improvement costs to serve 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the water CIP. **Table 4-6** summarizes the total maximum allowable water impact fee calculation.

Table 4-6: Water Impact Fee Calculation

Water Impact Fee	
Total Eligible Capital Improvement Costs	$18,415,519
Total Eligible Financing Cost(1)	$6,064,260
Total Eligible Impact Fee Costs	**$24,479,780**
Growth in Service Units	3,237
Pre-Credit Maximum Allowable Impact Fee per Service Unit(2)	$7,562
Impact Fee Rate Credit per Service Unit(3)	($3,781)
Maximum Allowable Impact Fee(4)	**$3,781**

(1) 10-year finance costs calculated utilizing 4.0% interest rate
(2) Total eligible costs divided by the growth in service units.
(3) Credit is 50% of maximum water impact fee per service unit.
(4) Maximum allowable water impact fee is maximum water impact fee minus the impact fee credit per service unit.

4.3.2 Maximum Allowable Wastewater Impact Fee

The total projected costs include the projected capital improvement costs to serve 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the wastewater CIP. **Table 4-7** summarizes the total maximum allowable wastewater impact fee calculation.

Table 4-7: Wastewater Impact Fee Calculation

Wastewater Impact Fee	
Total Eligible Capital Improvement Costs	$10,874,773
Total Eligible Financing Cost[1]	$3,412,115
Total Eligible Impact Fee Costs	**$14,286,887**
Growth in Service Units	2,833
Pre-Credit Maximum Allowable Impact Fee per Service Unit[2]	$5,043
Impact Fee Rate Credit per Service Unit[3]	($2,521)
Maximum Allowable Impact Fee[4]	**$2,521**

(1) 10-year finance costs calculated utilizing 4.0% interest rate
(2) Total eligible costs divided by the growth in service units.
(3) Credit is 50% of maximum water impact fee per service unit.
(4) Maximum allowable water impact fee is maximum water impact fee minus the impact fee credit per service unit.

4.4 WATER AND WASTEWATER IMPACT FEES

A comparison graph showing calculated maximum allowable water and wastewater impact fees in benchmark cities is presented on **Figure 4-1**. **Table 4-8** presents the calculated maximum allowable water and wastewater impact fees from this study per meter size. **Table 4-9** shows the proposed water impact fees with a stepped increase from 2019 through 2024. **Table 4-10** shows the proposed wastewater impact fees. **Figure 4-2** compares the proposed 2019-2020 water and wastewater impact fees with the existing impact fees from benchmark cities.

Figure 4-1: Comparison of Maximum Allowable Impact Fee per Service Unit

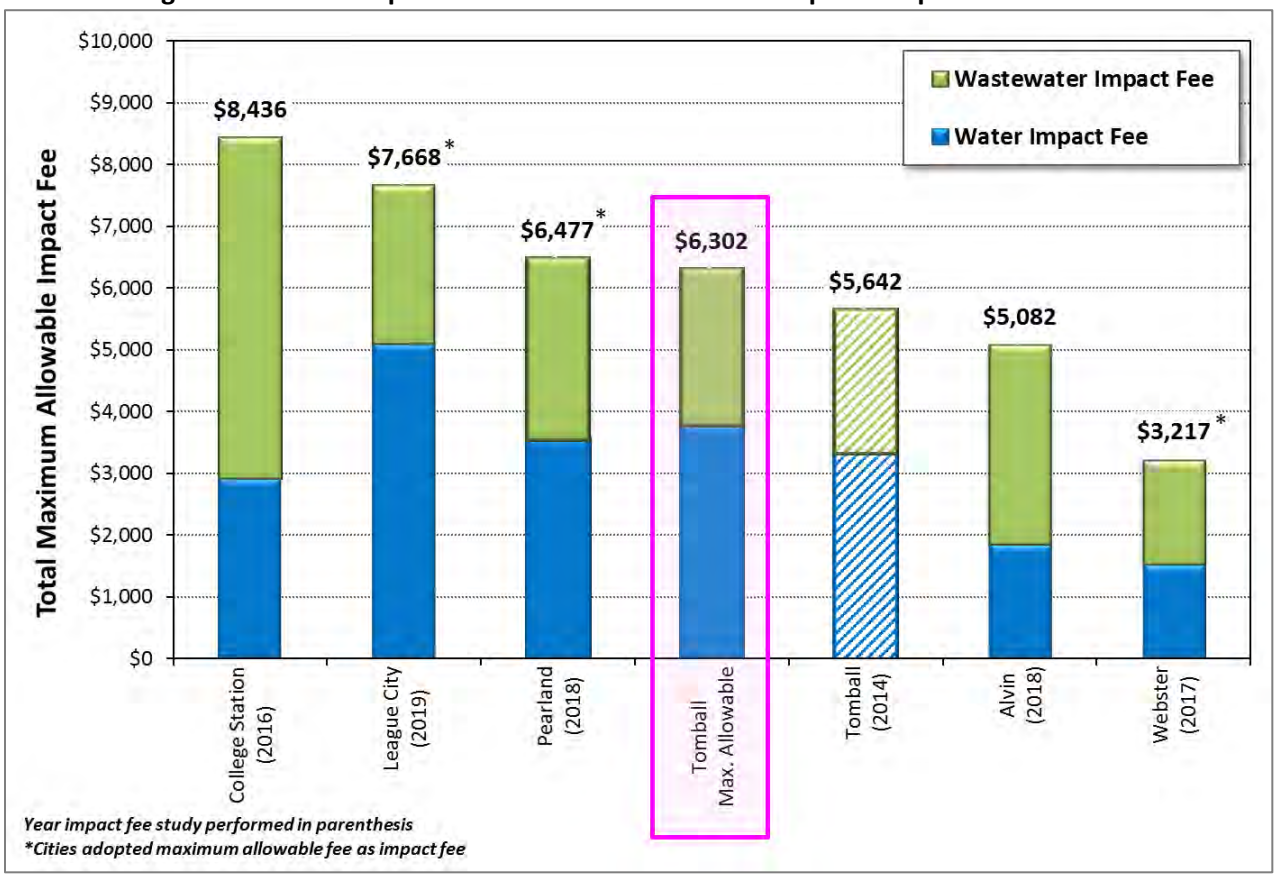


Table 4-8: Schedule of Maximum Allowable Water and Wastewater Impact Fees

Meter Size	Service Unit Equivalent	Impact Fee	
		Water	Wastewater
3/4"	1.00	$3,781.00	$2,521.00
1"	1.67	$6,314.27	$4,210.07
1-1/2"	3.33	$12,590.73	$8,394.93
2"	5.33	$20,152.73	$13,436.93
3"	11.67	$44,124.27	$29,420.07
4"	20.00	$75,620.00	$50,420.00
6"	45.00	$170,145.00	$113,445.00
8"	53.33	$201,640.73	$134,444.93

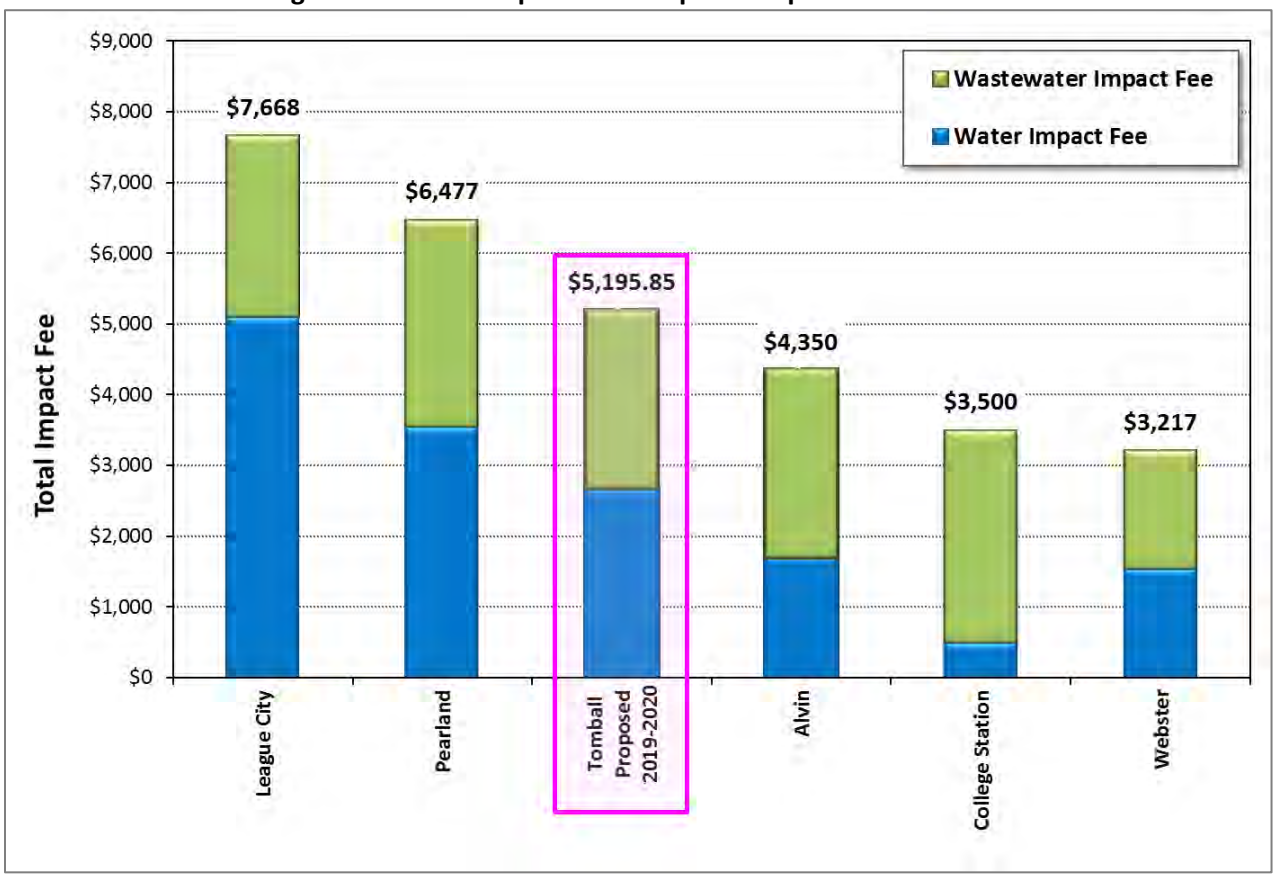
Table 4-9: Proposed Water Impact Fees

Meter Size	Water Impact Fee					
	Current	Proposed 2019-2020	Proposed 2020-2021	Proposed 2021-2022	Proposed 2022-2023	Proposed 2023-2024
3/4"	$2,325.96	$2,674.85	$3,023.75	$3,372.64	$3,721.54	$3,781.00
1"	$5,814.90	$4,467.00	$5,049.66	$5,632.31	$6,214.97	$6,314.27
1-1/2"	$11,629.80	$8,907.25	$10,069.09	$11,230.89	$12,392.73	$12,590.73
2"	$18,607.68	$14,256.95	$16,116.59	$17,976.17	$19,835.81	$20,152.73
3"	$37,215.36	$31,215.50	$35,287.16	$39,358.71	$43,430.37	$44,124.27
4"	$58,149.00	$53,497.00	$60,475.00	$67,452.80	$74,430.80	$75,620.00
6"	$116,298.00	$120,368.25	$136,068.75	$151,768.80	$167,469.30	$170,145.00
8"	$186,076.80	$142,649.75	$161,256.59	$179,862.89	$198,469.73	$201,640.73

Table 4-10: Proposed Wastewater Impact Fees

Meter Size	Wastewater Impact Fee	
	Current	Proposed 2019-2024
3/4"	$2,322.57	$2,521.00
1"	$5,806.43	$4,210.07
1-1/2"	$11,612.85	$8,394.93
2"	$18,580.56	$13,436.93
3"	$37,161.12	$29,420.07
4"	$58,064.25	$50,420.00
6"	$116,128.50	$113,445.00
8"	$185,805.60	$134,444.93

Figure 4-2: Comparison of Impact Fee per Service Unit



5.0 IMPACT FEE ADOPTION

5.1 PUBLIC HEARING

The amended Chapter 395 of the Texas Local Government Code requires one public hearing to be held to adopt a revised impact fee. The presentation shall include a discussion of the land use assumptions and capital improvements plan and the proposed ordinance, order, or resolution imposing an impact fee. The required public hearing is scheduled to be held on October 7, 2019, at the City of Tomball City Hall.

5.2 ORDINANCE

Once the public hearing is held, the political subdivision shall approve or disapprove the amendments of the land use assumptions and capital improvements plan and modification of the impact fee within 30 days after the date of the public hearing.

APPENDIX A
Texas Local Government Code Section 395

CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

SUBCHAPTER A. GENERAL PROVISIONS

§ 395.001. Definitions

In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 566, § 1(e), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 1, eff. Sept. 1, 2001.

SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE

§ 395.011. Authorization of Fee

(a) Unless otherwise specifically authorized by state law or this chapter, a governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.012. Items Payable by Fee

(a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

(1) construction contract price;

(2) surveying and engineering fees;

(3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and

(4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter, the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 90, § 1, eff. May 16, 1995.

§ 395.013. Items Not Payable by Fee

Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;

(3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(5) administrative and operating costs of the political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;

(6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section 395.012.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.014. Capital Improvements Plan

(a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 2, eff. Sept. 1, 2001.

§ 395.015. Maximum Fee Per Service Unit

(a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 3, eff. Sept. 1, 2001.

§ 395.016. Time for Assessment and Collection of Fee

(a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date or occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 980, § 52, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 345, § 4, eff. Sept. 1, 2001.

§ 395.017. Additional Fee Prohibited; Exception

After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.018. Agreement With Owner Regarding Payment

A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.019. Collection of Fees if Services Not Available

Except for roadway facilities, impact fees may be assessed but may not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.020. Entitlement to Services

Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.021. Authority of Political Subdivisions to Spend Funds to Reduce Fees

Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.022. Authority of Political Subdivision to Pay Fees

Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.023. Credits Against Roadway Facilities Fees

Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.024. Accounting For Fees and Interest

(a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.025. Refunds

(a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section 395.019(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, § 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this section.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1396, § 37, eff. Sept. 1, 1997.

Amended by Acts 1999, 76th Leg., ch. 62, § 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, § 9, eff. Sept. 1, 2001.

SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE

§ 395.041. Compliance With Procedures Required

Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.0411. Capital Improvements Plan

The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 395.014.

Added by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.042. Hearing on Land Use Assumptions and Capital Improvements Plan

To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.043. Information About Land Use Assumptions and Capital Improvements Plan Available to Public

On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.044. Notice of Hearing on Land Use Assumptions and Capital Improvements Plan

(a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.045. Approval of Land Use Assumptions and Capital Improvements Plan Required

(a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.0455. Systemwide Land Use Assumptions

(a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, § 1(b), eff. Aug. 28, 1989.

§ 395.047. Hearing on Impact Fee

On adoption of the land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.049. Notice of Hearing on Impact Fee

(a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;

(4) the amount of the proposed impact fee per service unit; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.050. Advisory Committee Comments on Impact Fees

The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.051. Approval of Impact Fee Required

(a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

§ 395.052. Periodic Update of Land Use Assumptions and Capital Improvements Plan Required

(a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 6, eff. Sept. 1, 2001.

§ 395.053. Hearing on Updated Land Use Assumptions and Capital Improvements Plan

The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.054. Hearing on Amendments to Land Use Assumptions, Capital Improvements Plan, or Impact Fee

A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.055. Notice of Hearing on Amendments to Land Use Assumptions, Capital Improvements Plan, or Impact Fee

(a) The notice and hearing procedures prescribed by Sections 395.044(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 7, eff. Sept. 1, 2001.

§ 395.056. Advisory Committee Comments on Amendments

The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.057. Approval of Amendments Required

(a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.0575. Determination That No Update of Land Use Assumptions, Capital Improvements Plan or Impact Fees is Needed

(a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions, capital improvements plan, and impact fee by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b)(2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE

LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS

PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and impact fee before the fifth business day before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, § 1(d), eff. Aug. 28, 1989.

§ 395.058. Advisory Committee

(a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.

If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

SUBCHAPTER D. OTHER PROVISIONS

§ 395.071. Duties to be Performed Within Time Limits

If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the political subdivision stating the nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.072. Records of Hearings

A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.073. Cumulative Effect of State and Local Restrictions

Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.074. Prior Impact Fees Replaced by Fees Under This Chapter

An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June 20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.075. No Effect on Taxes or Other Charges

This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.076. Moratorium on Development Prohibited

A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 441, § 2, eff. Sept. 1, 2001.

§ 395.077. Appeals

(a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.078. Substantial Compliance With Notice Requirements

An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

§ 395.079. Impact Fee for Storm Water, Drainage, and Flood Control in Populous County

(a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 669, § 107, eff. Sept. 1, 2001.

§ 395.080. Chapter Not Applicable to Certain Water-Related Special Districts

(a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, § 11.257, eff. Sept. 1, 1995.

§ 395.081. Fees for Adjoining Landowners in Certain Municipalities

(a) This section applies only to a municipality with a population of 105,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a development located within or outside the municipality's boundaries, in its discretion, may allow a landowner whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement. The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, § 1, eff. June 19, 1997.

§ 395.082. Certification of Compliance Required

(a) A political subdivision that imposes an impact fee shall submit a written certification verifying compliance with this chapter to the attorney general each year not later than the last day of the political subdivision's fiscal year.

(b) The certification must be signed by the presiding officer of the governing body of a political subdivision and include a statement that reads substantially similar to the following: "This statement certifies compliance with Chapter 395, Local Government Code."

(c) A political subdivision that fails to submit a certification as required by this section is liable to the state for a civil penalty in an amount equal to 10 percent of the amount of the impact fees erroneously charged. The attorney general shall collect the civil penalty and deposit the amount collected to the credit of the housing trust fund.

Added by Acts 2001, 77th Leg., ch. 345, § 8, eff. Sept. 1, 2001.

APPENDIX B
Anticipated Future Developments

Created By Freese and Nichols, Inc.
Job No.: TMB16575
Location: H:\W_WW_PLANNING\01_DELIVERABLES\00_FINAL_REPORT\(Figure_B-1)-Anticipated_Future_Developments_w_ID.mxd
Updated: Thursday, August 08, 2019 9:14:21 AM

FIGURE B-1
CITY OF TOMBALL
WATER AND WASTEWATER IMPACT FEE
ANTICIPATED FUTURE DEVELOPMENTS

LEGEND

- Road
- Railroad
- Stream
- City Limit
- County Boundary
- Commercial
- Residential
- ETJ

Planning Year
5-Year
10-Year

FREESE AND NICHOLS

THE CITY OF TOMBALL TEXAS ★ FOUNDED 1907 ★

R-01 R-02 R-03 R-04 R-05 R-06 R-07 R-08 R-10 R-11 R-13 R-14 R-15 R-16 R-17 R-18 R-19 R-20 R-21 R-22 R-23
C-01 C-03 C-04 C-05 C-06 C-10 C-11 C-12 C-13 C-14 C-16 C-17 C-19 C-20 C-22 C-23 C-24 C-25 C-26 C-27 C-28 C-29 C-30 C-31 C-32 C-33 C-34 C-35 C-36 C-37 C-38 C-39 C-40 C-41 C-42 C-43 C-44 C-45 C-46 C-47 C-48 C-49 C-50 C-51 C-52 C-53 C-54 C-55 C-56

0 3,000
SCALE IN FEET

City of Tomball

Table B-1: Anticipated Future
Residential Developments during Impact Fee Period

Development ID	Name[1]	Planning Year[1]	No. Meters[2]	Meter Size[2]	Developable Area[3] 80% of Area	Units/Acre[4]	Impact Fee # Units[5]	Impact Fee Pop[6]
R-01	Yaupon Trails	5	45	3/4"			45	117
R-02	Burgli Homes	5			1.4	4.5	7	18
R-03	Hicks and Quinn Residential Neighborhood	10			1.2	4.5	6	16
R-04	Raleigh Creek	5	351	3/4"			351	913
R-05	Reserve at Spring Lake	5	53	3/4"			53	138
		10	60	3/4"			60	156
R-06	Bethel Heights Subdivision	10			5.3	4.5	25	65
R-07	Residential	5	5	3/4"			5	13
R-08	Cherry Pines	5	150	3/4"			150	390
		10	125	3/4"			125	325
R-10	Residential	5	164	3/4"			164	426
		10	90	3/4"			90	234
R-11	Multi Family	10			4.2	13.0	55	143
R-13	Trendmaker SF Res. Development	5	350	3/4"			350	910
R-14	Copper Cove	5			13.0	4.0	52	135
R-15	Hines Rayburn Development	5	350	3/4"			350	910
R-16	Timber Trails	5	114	3/4"			114	296
R-17	Grand Junction	5						
R-18	SF Residential (6000 sf lots)	5	41	3/4"			41	107
R-19	SF Residential (6000 sf lots)	5	6	3/4"			6	16
R-20	SF Residential (6000 sf lots)	5	55	3/4"			55	143
R-21	Apartments (364 Units)	5	13	4"			364	946
			1	2"				
R-22	SF Residential (43560) sf lots)	5	3	3/4"			3.0	8
R-23	Townhomes	10	150	3/4"			150.0	390
Total		-	-	-	-	-	**2,621**	**6,814**

(1) Developments Identified by the City's Planning Department.
(2) Anticipated number of meters and meter sizes from City.
(3) Developments follow parcel boundaries and development area calculated in GIS. According to the Comp. Plan 80% of each parcels acreage can be used.
(4) Units per areas information from Comp. Plan. or from lot size/density per City input.
(5) Impact Fee eligible number of units calculated using number of meters or units/acre information.
(6) Population projections calculated using 2.6 persons per dwelling unit assumption from the City's Comprehensive Plan.

City of Tomball

Table B-2: Anticipated Future Commerical Develpments during Impact Fee Period

Development ID	Name[1]	Planning Year[1]	No. Meters[2]	Meter Size[2]	Developable Area[3] 80% of Area
C-01	Cherry Street (Orbit) Laundry	10			4.1
C-03	Coastal Power Systems	10			3.3
C-04	Brent Grinding	10			1.9
C-05	403 Eats	10			0.1
C-06	Tennis Ventures	10			3.1
C-08	Shell/ Restaurant	5			1.5
C-09	Commercial	10			8.1
C-10	Chicken Express	5			0.5
C-11	Suez	5	5	1"	25.2
		10	2	1"	
			1	2"	
C-12	Commercial	10			5.0
C-13	Commercial	10			8.8
C-14	Future Commercial	10			15.1
C-16	Gas Station	10			11.6
C-17	Commercial	10			6.7
C-19	Commercial (No Concept Yet)	10	3	1"	14.7
C-20	Church	10			1.9
C-22	Commercial	5			6.5
C-23	Commercial	10			14.3
C-24	Commercial/ Nursing Home	5	1	2"	1.3
C-25	Commercial Restaurant/Office/Grocery	5	2	2"	9.5
			3	1"	
C-26	Commercial	10			5.6
C-27	Commercial	10			1.7
C-28	Commercial	10			0.2
C-29[4][5]	Grand Parkway Town Center	5			10.0
C-30(5)	HCID17 Commercial/Office	5	4	1"	16.1
C-31	Manufacturing/Warehouse	5	1	2"	14.3
C-32	Retail/Office/Warehouse	5	6	1"	2.4
C-33	Zoned Industrial expecting office warehouse	5	6	1"	5.5
C-34	Hotel	5	1	2"	1.8
C-35	Church	5	4	1"	25.4
C-36	Office/Warehouse	5	2	3/4"	1.6
C-37	Office/Warehouse	5	20	1"	30.1
C-38	Retail/Restaurant/Office	10	8	1"	6.7
C-39	Office/Warehouse	5	3	1"	6.7
C-40	Church	5	1	1"	4.0
C-41	Retail	5	1	2"	2.9
C-42	Retail	5	1	2"	1.6
C-43	Commercial	5	1	1"	4.7
C-44	Commercial	5	1	3"	7.8
C-45	Commercial (No Concept Yet)	10	6	1"	40.1
C-46	Commercial (No Concept Yet)	10	1	1"	3.9
C-47	Commercial (No Concept Yet)	10	1	1"	3.0
C-48	Commercial (No Concept Yet)	10	2	1"	9.1
C-49	Commercial (No Concept Yet)	10	1	1"	5.7
C-50	Commercial	10	5	1"	9.7
C-51	Commercial (No Concept Yet)	10	6	1"	19.7
C-52	Zoned Industrial expecting office warehouse	5	10	1"	11.8
C-53	Commercial (No Concept Yet)	10	3	1"	11.9
C-54	Commercial (No Concept Yet)	10	1	1"	5.5
C-55	Church	5	1	1"	8.9
C-56	Gas Station	5	1	1"	2.9
Total		**-**	**-**	**-**	**424.5**

(1) Developments Identified by the City's Planning Department.
(2) Anticipated number of meters and meter sizes from City.
(3) Developments follow parcel boundaries and development area calculated in GIS. According to the Comp. Plan 80% of each parcels acreage can be used.
(4) Grand Parkway Acreage from Brochure
(5) City anticipates providing water services to Grand Parkway Town Center and HCID 17 area but not wastewater.

APPENDIX C
Water Project Costs

City of Tomball

Water Impact Fee CIP - Opinion of Probable Construction Cost* **7/29/2019**

Cost in 2019 Dollars

CIP Project Number: 1

Project Name: 12-inch Water Line along Hufsmith Road

Project Description:

This project includes the construction of a new 12-inch water line along Hufsmith Road from Ulrich Road to Lovett Street.

Project Drivers:

The recommended water line is sized to serve 2042 peak hourly demand and provide distribution system capacity for maintaining the Ulrich Elevated Storage Tank water level and increasing available fire flow. This project will help alleviate areas of low water system pressure in the northwest area of the City.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	9,600	LF	$ 124	$ 1,190,400
2	24" Boring and Casing	500	LF	$ 433	$ 216,500
3	Pavement Repair	300	LF	$ 78	$ 23,400
				SUBTOTAL:	**$ 1,430,300**
		CONTINGENCY		30%	$ 429,100
				SUBTOTAL:	**$ 1,859,400**
		ENG/SURVEY		15%	$ 279,000
				SUBTOTAL:	**$ 2,138,400**
				Estimated Project Total:	**$ 2,138,400**

City of Tomball

Water Impact Fee CIP - Opinion of Probable Construction Cost* **7/29/2019**

Cost in 2019 Dollars

CIP Project Number: 2

Project Name: New 3,000 gpm East Water Plant with 1.0 MG GST

Project Description:

This project includes the construction of a new 3,000 gpm pump station, 1.0 MG ground storage tank and 2,000 gpm of groundwater well capacity along Hufsmith-Kohrville Road in between Mahaffey Road and Country Club Green Drive. Surface water from NHCRWA is anticipated to be delivered to this facility by 2027.

Project Drivers:

The recommended pump station is sized to meet 70% of 2042 peak hourly demand. The recommended ground storage tank is sized to meet 8 hours of 2042 maximum day demand. The recommended groundwater supply capacity is sized to meet 75% of maximum day demand.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pump Station - New 4.32 MGD	1	LS	$ 4,449,600	$ 4,449,600
2	1.0 MG Ground Storage Tank	1	LS	$ 1,030,000	$ 1,030,000
3	Chemical Feed System	1	LS	$ 309,000	$ 309,000
4	2,000 gpm Groundwater Well Capacity	1	LS	$ 3,090,000	$ 3,090,000
5	Well Siting Study	1	Ea	$ 35,100	$ 35,100
6	12" WL & Appurtenances	5,300	LF	$ 124	$ 657,200
7	Land Acquisition	5	Ac	$ 51,500	$ 257,500
				SUBTOTAL:	**$ 9,828,400**
		CONTINGENCY		30%	$ 2,948,600
				SUBTOTAL:	**$ 12,777,000**
		ENG/SURVEY		20%	$ 2,555,400
				SUBTOTAL:	**$ 15,332,400**
				Estimated Project Total:	**$ 15,332,400**

City of Tomball

Water Impact Fee CIP - Opinion of Probable Construction Cost* **7/29/2019**

Cost in 2019 Dollars

CIP Project Number: 3

Project Name: 12/16-inch Water Line along Main Street

Project Description:

This project includes the construction of a 12-inch water line to replace the existing 6-inch water line along Main Street from Persimmon Street to Snook Lane. This project also includes the construction of a 16-inch water line to replace the existing 6-inch water line along Main Street from Oak Street to Snook Lane. This project is recommended to coincide with the planned Main Street construction.

Project Drivers:

The recommended water line is sized to serve 2042 peak hourly demand and provide distribution system capacity for maintaining the Ulrich Elevated Storage Tank water level and increasing available fire flow.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	5,600	LF	$ 165	$ 924,000
2	12" WL & Appurtenances	900	LF	$ 124	$ 111,600
3	Pavement Repair	6,500	LF	$ 78	$ 507,000
				SUBTOTAL:	**$ 1,542,600**
		CONTINGENCY		30%	$ 462,800
				SUBTOTAL:	**$ 2,005,400**
		ENG/SURVEY		15%	$ 300,900
				SUBTOTAL:	**$ 2,306,300**
				Estimated Project Total:	**$ 2,306,300**

City of Tomball

Water Impact Fee CIP - Opinion of Probable Construction Cost* **7/29/2019**

Cost in 2019 Dollars

CIP Project Number: 4

Project Name: 12-inch Water Line along Medical Complex Drive

Project Description:

This project includes the construction of a 12-inch water line along Medical Complex Drive from Hufsmith-Kohrville Road to Holderrieth Road to coincide with Medical Complex Drive expansion.

Project Drivers:

The recommended water lines are sized to serve 2042 peak hourly demand and increase available fire flow. This project will provide water for the upcoming Medical Complex development.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	700	LF	$ 124	$ 86,800
2	Pavement Repair	200	LF	$ 78	$ 15,600
				SUBTOTAL:	**$ 102,400**
		CONTINGENCY		30%	$ 30,800
				SUBTOTAL:	**$ 133,200**
		ENG/SURVEY		15%	$ 20,000
				SUBTOTAL:	**$ 153,200**
				Estimated Project Total:	**$ 153,200**

City of Tomball

Water Impact Fee CIP - Opinion of Probable Construction Cost* **7/29/2019**

Cost in 2019 Dollars

CIP Project Number: 5

Project Name: 16-inch Water Line along SH 249

Project Description:

This project includes the construction of a 16-inch water line to replace the existing 12-inch water line along SH 249 from Holderrieth Road to the proposed 1.25 MG elevated storage tank (Project 6).

Project Drivers:

The recommended water lines are sized to serve 2042 peak hourly demand.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	5,800	LF	$ 165	$ 957,000
2	30" Boring and Casing	200	LF	$ 541	$ 108,200
3	Pavement Repair	200	LF	$ 78	$ 15,600
				SUBTOTAL:	**$ 1,080,800**
		CONTINGENCY		30%	$ 324,300
				SUBTOTAL:	**$ 1,405,100**
		ENG/SURVEY		15%	$ 210,800
				SUBTOTAL:	**$ 1,615,900**
				Estimated Project Total:	**$ 1,615,900**

City of Tomball

Water Impact Fee CIP - Opinion of Probable Construction Cost* **7/29/2019**

Cost in 2019 Dollars

CIP Project Number: 6

Project Name: **1.25 MG EST and 16-inch Water Line**

Project Description:

This project includes the construction of a new 1.25 MG elevated storage tank and 16-inch water line near SH 249 and Boudreaux Estates Drive. The elevated storage tank may be constructed sooner to meet commercial fire flow requirements.

Project Drivers:

The elevated storage tank and the 16-inch water line are sized to meet Grand Parkway Town Center fire flow requirements and meet 30% of 2042 projected peak hourly demand.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	1.25 MG Elevated Storage Tank	1	LS	$ 3,862,500	$ 3,862,500
2	16" WL & Appurtenances	3,700	LF	$ 165	$ 610,500
3	Land Acquisition	1	Ac	$ 51,500	$ 51,500
				SUBTOTAL:	**$ 4,524,500**
		CONTINGENCY		30%	$ 1,357,400
				SUBTOTAL:	**$ 5,881,900**
		ENG/SURVEY		20%	$ 1,176,400
				SUBTOTAL:	**$ 7,058,300**
				Estimated Project Total:	**$ 7,058,300**

City of Tomball

Water Impact Fee CIP - Opinion of Probable Construction Cost* **7/29/2019**

Cost in 2019 Dollars

CIP Project Number: 7

Project Name: **2,000 gpm FM 2920 Pump Station Expansion with 1.5 MG GSTs**

Project Description:

This project includes the expansion of the FM 2920 pump station from 3,000 gpm to 5,000 gpm. This project also includes the construction of three 0.5 MG ground storage tanks at the FM 2920 Water Plant. Surface water from NHCRWA is anticipated to be delivered to this facility by 2027.

Project Drivers:

The recommended pump station is sized to meet 70% of 2042 peak hourly demand. The recommended ground storage tanks are sized to meet 8 hours of 2042 maximum day demand.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pump Station - Expans 2.88 MGD	1	LS	$ 890,000	$ 890,000
2	0.5 MG Ground Storage Tank	3	LS	$ 515,000	$ 1,545,000
3	24" WL & Appurtenances	1,300	LF	$ 248	$ 322,400
4	16" WL & Appurtenances	1,000	LF	$ 165	$ 165,000
5	12" WL & Appurtenances	100	LF	$ 124	$ 12,400
				SUBTOTAL:	**$ 2,934,800**
		CONTINGENCY		30%	$ 880,500
				SUBTOTAL:	**$ 3,815,300**
		ENG/SURVEY		20%	$ 763,100
				SUBTOTAL:	**$ 4,578,400**
				Estimated Project Total:	**$ 4,578,400**

City of Tomball

Water Impact Fee CIP - Opinion of Probable Construction Cost* **7/29/2019**

Cost in 2019 Dollars

CIP Project Number: 8

Project Name: **1,500 gpm East Water Plant Expansion with 1.0 MG GST**

Project Description:

This project includes the addition of a 1,500 gpm pump, a 1,000 gpm groundwater well and construction of a 1 MG ground storage tank at the East Water Plant (Project 5). This project also includes the construction of a parallel 12-inch water line along Hufsmith-Kohrville Road from the East Water Plant to future Medical Complex Drive.

Project Drivers:

The recommended pump station is sized to meet 70% of 2042 peak hourly demand. The recommended ground storage tank is sized to meet 8 hours of 2042 maximum day demand. The recommended groundwater supply capacity is sized to meet 75% of maximum day demand.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	1.0 MG Ground Storage Tank	1	LS	$ 1,030,000	$ 1,030,000
2	1,500 gpm Pump	1	LS	$ 154,500	$ 154,500
3	1,000 gpm Groundwater Well Capacity	1	LS	$ 1,545,000	$ 1,545,000
4	12" WL & Appurtenances	7,300	LF	$ 124	$ 905,200
5	Pavement Repair	200	LF	$ 78	$ 15,600
6	Land Acquisition	1	Ac	$ 51,500	$ 51,500
				SUBTOTAL:	**$ 3,701,800**
		CONTINGENCY		30%	$ 1,110,600
				SUBTOTAL:	**$ 4,812,400**
		ENG/SURVEY		20%	$ 962,500
				SUBTOTAL:	**$ 5,774,900**
				Estimated Project Total:	**$ 5,774,900**

City of Tomball

Water Impact Fee CIP - Opinion of Probable Construction Cost* **7/29/2019**

Cost in 2019 Dollars

CIP Project Number: 9

Project Name: 12-inch Water Line along Oak Street

Project Description:

This project includes the construction of a new 12-inch water line to replace the existing 6-inch water line along Oak Street.

Project Drivers:

The recommended water lines are sized to serve 2042 peak hourly demand and increase available fire flow.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	500	LF	$ 124	$ 62,000
2	Pavement Repair	200	LF	$ 78	$ 15,600
				SUBTOTAL:	**$ 77,600**
			CONTINGENCY	30%	$ 23,300
				SUBTOTAL:	**$ 100,900**
			ENG/SURVEY	15%	$ 15,200
				SUBTOTAL:	**$ 116,100**
				Estimated Project Total:	**$ 116,100**

City of Tomball

Water Impact Fee CIP - Opinion of Probable Construction Cost* **7/29/2019**

Cost in 2019 Dollars

CIP Project Number: 10

Project Name: 8-inch Water Line along Persimmon Road

Project Description:

This project includes construction of an 8-inch water line along Persimmon Road connecting the existing 6-inch water line to the proposed 12-inch water line (Projects 5 and 13).

Project Drivers:

The water line is recommended to connect existing dead end water lines and increase available fire flow.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	8" WL & Appurtenances	1,500	LF	$ 83	$ 124,500
2	Pavement Repair	200	LF	$ 78	$ 15,600
				SUBTOTAL:	**$ 140,100**
		CONTINGENCY		30%	$ 42,100
				SUBTOTAL:	**$ 182,200**
		ENG/SURVEY		15%	$ 27,400
				SUBTOTAL:	**$ 209,600**
				Estimated Project Total:	**$ 209,600**

APPENDIX D
Wastewater Project Costs

City of Tomball

Wastewater Master Plan CIP - Opinion of Probable Construction Cost* **7/29/19**

Cost in 2019 Dollars

CIP Project Number: 1

Project Name: Replacement 10/12-inch Gravity Lines along Alma/James Streets

Detailed Description:

This project includes the construction of a new 10-inch gravity line to replace the existing 8-inch line along Alma Street/James Street. This project also includes the construction of a new 12-inch gravity line to replace the existing 8-inch line along Magnolia Street.

Purpose:

The hydraulic model indicates a lack of capacity in these lines to convey the existing peak wet weather flow. The recommended replacement gravity lines are sized to convey the existing and projected peak wet weather wastewater flows through 2042. The additional capacity provided by this replacement line will help the City maintain regulatory compliance regarding the prevention of surcharging and sanitary sewer overflows in a gravity sewer system (TCEQ §217.53).

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" Pipe 8- 16 feet deep	2,700	LF	$ 115.00	$ 310,500
2	10" Pipe 8- 16 feet deep	3,000	LF	$ 96	$ 288,000
3	48" Diameter Manhole (10' Depth)	20	EA	$ 8,490.00	$ 169,800
4	Pavement Repair	5,700	LF	$ 80.00	$ 456,000
				SUBTOTAL:	**$ 1,224,300**
			CONTINGENCY	30%	$ 367,300
				SUBTOTAL:	**$ 1,591,600**
			ENG/SURVEY	15%	$ 238,800
				SUBTOTAL:	**$ 1,830,400**
				Estimated Project Total:	**$ 1,830,400**

City of Tomball

Wastewater Master Plan CIP - Opinion of Probable Construction Cost* **7/29/19**

Cost in 2019 Dollars

CIP Project Number: 2

Project Name: Replacement 21/24-inch North Willow Street Gravity Line

Detailed Description:

This project includes the construction of a new 21/24-inch gravity line to replace the existing 8-inch line along Magnolia Street.

Purpose:

The hydraulic model indicates a lack of capacity in these lines to convey the existing peak wet weather flow. The recommended replacement gravity lines are sized to convey the existing and projected peak wet weather wastewater flows through 2042. The additional capacity provided by this replacement line will help the City maintain regulatory compliance regarding the prevention of surcharging and sanitary sewer overflows in a gravity sewer system (TCEQ §217.53).

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" Pipe 8- 16 feet deep	60	LF	$ 230.00	$ 13,800
2	21" Pipe < 8 feet deep	3,100	LF	$ 179	$ 554,900
3	60" Diameter Manhole (9' Depth)	4	EA	$ 11,140.00	$ 44,560
4	Pavement Repair	100	LF	$ 80.00	$ 8,000
				SUBTOTAL:	**$ 621,300**
		CONTINGENCY		30%	$ 186,400
				SUBTOTAL:	**$ 807,700**
		ENG/SURVEY		15%	$ 121,200
				SUBTOTAL:	**$ 928,900**
				Estimated Project Total:	**$ 928,900**

City of Tomball

Wastewater Master Plan CIP - Opinion of Probable Construction Cost* **7/29/19**

Cost in 2019 Dollars

CIP Project Number: 3

Project Name: Replacement 15/18-inch Gravity Main along Tomball Pkwy (Hwy 249 B)

Project Description:

This project includes the construction of a new 15/18-inch gravity line to replace the existing 10/15-inch line along Tomball Pkwy (249B). The additional capacity provided by this replacement line will help the City maintain regulatory compliance regarding the prevention of surcharging and sanitary sewer overflows in a gravity sewer system (TCEQ §217.53). This project also includes the construction of a new 18-inch gravity line parallel to Tomball Pkwy (connecting Hirschfield Road and Alice Road) and includes approximately 48,000 SF of easement acquisition.

Project Drivers:

The hydraulic model indicates a lack of capacity in these lines to convey the existing peak wet weather flow. The recommended replacement gravity lines are sized to convey the existing and projected peak wet weather wastewater flows through 2042.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" Pipe 8- 16 feet deep	2,000	LF	$ 172	$ 344,000
2	18" Pipe > 16 feet deep	1,300	LF	$ 191	$ 248,300
3	15" Pipe 8- 16 feet deep	1,200	LF	$ 144	$ 172,800
4	10" Pipe < 8 feet deep	500	LF	$ 85	$ 42,500
5	60" Diameter Manhole (12' Depth)	17	EA	$ 12,740	$ 216,580
6	Pavement Repair	3,500	LF	$ 80	$ 280,000
7	34" Boring and Casing	150	LF	$ 850	$ 127,500
8	Easement Acquisition	48,000	SF	$ 11	$ 528,000
				SUBTOTAL:	**$ 1,959,700**
		CONTINGENCY		30%	$ 588,000
				SUBTOTAL:	**$ 2,547,700**
		ENG/SURVEY		15%	$ 382,200
				SUBTOTAL:	**$ 2,929,900**
				Estimated Project Total:	**$ 2,929,900**

City of Tomball

Wastewater Master Plan CIP - Opinion of Probable Construction Cost* **7/29/19**

Cost in 2019 Dollars

CIP Project Number: 4

Project Name:	**FM 2920 Lift Station Expansion, Replacement Force Main and Gravity Line Expansions**

Detailed Description:

This project includes construction of a new 1.9 MGD Lift Station at the FM 2920 Lift Station and associated 10-inch Force Main. This project also includes 18-inch gravity line expansion along the Medical Complex Drive.

Purpose:

The lift station, force main, and gravity line are sized for the projected 2042 peak flows from the Wastewater Service Area.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	FM 2920 - Wet Well Replacement	1	EA	$ 497,780	$ 497,780
2	FM 2920 - Pumps	1	EA	$ 338,640	$ 338,640
3	FM 2920 - Electrical	1	EA	$ 257,170	$ 257,170
4	FM 2920- Generator	1	EA	$ 145,140	$ 145,140
5	FM 2920 - Piping and Valves	1	EA	$ 101,850	$ 101,850
6	10" Force Main < 8 feet deep	8,000	LF	$ 85	$ 680,000
7	18" Pipe 8- 16 feet deep	1,700	LF	$ 172	$ 292,400
8	34" Boring and Casing	800	LF	$ 850	$ 680,000
9	60" Diameter Manhole (9' Depth)	4	EA	$ 11,140	$ 44,560
10	Pavement Repair	700	LF	$ 80	$ 56,000
				SUBTOTAL:	**$ 3,093,600**
		CONTINGENCY		30%	$ 928,100
				SUBTOTAL:	**$ 4,021,700**
		ENG/SURVEY		20%	$ 804,400
				SUBTOTAL:	**$ 4,826,100**
				Estimated Project Total:	**$ 4,826,100**

City of Tomball

Wastewater Master Plan CIP - Opinion of Probable Construction Cost* **7/29/19**

Cost in 2019 Dollars

CIP Project Number: 5

Project Name: **Hicks Lift Station Expansion and Replacement Force Main**

Project Description:

This project includes a new 1.1 MGD (firm capacity) Lift Station at Hicks Street. The project also includes construction of a 8-inch Force Main from Hicks Street to Park Drive.

Project Drivers:

The lift station wet well and the force main are sized for the projected 2042 peak flows from the Wastewater Service Area.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Hicks - Wet Well Replacement	1	EA	$ 304,270	$ 304,270
2	Hicks - Pumps	1	EA	$ 84,030	$ 84,030
3	Hicks - Electrical	1	EA	$ 140,040	$ 140,040
4	Hicks - Generator	1	EA	$ 84,030	$ 84,030
5	Hicks - Piping and Valves	1	EA	$ 73,840	$ 73,840
6	8" Force Main < 8 feet deep	5,500	LF	$ 68	$ 374,000
				SUBTOTAL:	**$ 1,060,300**
		CONTINGENCY		30%	$ 318,100
				SUBTOTAL:	**$ 1,378,400**
		ENG/SURVEY		20%	$ 275,700
				SUBTOTAL:	**$ 1,654,100**
				Estimated Project Total:	**$ 1,654,100**

City of Tomball

Wastewater Master Plan CIP - Opinion of Probable Construction Cost* **7/25/19**

Cost in 2019 Dollars

CIP Project Number: 6

Project Name:	**1.5 MGD Expansion of South WWTP**

Detailed Description:

This project includes the expansion of the South WWTP from 1.5 MGD to 3.0 MGD permitted ADF capacity.

Purpose:

The wastewater flow projections show a lack of available capacity at the South WWTP to treat the projected 25-year flows in this study. This 1.5 MGD expansion of the South WWTP will provide the available capacity to treat the projected wastewater flows. It should be noted that this 1.5 MGD expansion is based on the projected flows within the next 25 years. Future master planning efforts may identify a need for a larger expansiondue to additional projected flows or WWTP consolidation.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	South WWTP 1.5 MGD Expansion	1	EA	$ 12,730,800	$ 12,730,800
				SUBTOTAL:	**$ 12,730,800**
			CONTINGENCY	30%	$ 3,819,300
				SUBTOTAL:	**$ 16,550,100**
			ENG/SURVEY	20%	$ 3,310,100
				SUBTOTAL:	**$ 19,860,200**
				Estimated Project Total:	**$ 19,860,200**

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Conduct Public Hearing to Consider Proposed Assessments against Grand Junction Section One Properties in the City of Tomball Public Improvement District Number Seven, Established by City Council Resolution No. 2018-08 (TPID 7 – Grand Junction Subdivision)

Background:
In accordance with Chapter 372 Local Government Code the Assessment Roll for Grand Junction Section One properties in the City of Tomball Public Improvement District Number Seven has been prepared and is on file and open for public inspection in the office of the City Secretary.

Our PID consultant, Scott Bean, and Will Benson will be attending the meeting and will be available for any questions regarding TPID 7.

Origination:
Scott Bean

Recommendation:
N/A

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Public Hearing - October 7, 2019

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS

MONDAY, OCTOBER 7, 2019

6:00 P.M.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF TOMBALL TO CONSIDER PROPOSED ASSESSMENTS AGAINST GRAND JUNCTION SECTION ONE PROPERTIES IN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER SEVEN ESTABLISHED BY CITY COUNCIL RESOLUTION NO. 2018-08.

In accordance with Chapter 372 Local Government Code the Assessment Roll for Grand Junction Section One properties in the City of Tomball Public Improvement District Number Seven has been prepared and is on file and open for public inspection in the office of the City Secretary. A public hearing on the assessment will be held by the City Council as follows:

DATE & TIME: Monday, October 7, 2019, 6:00 p.m.
PLACE: City Council Chambers, 401 Market Street, Tomball, Texas 77375
COST OF IMPROVEMENTS: $1,323,538.00

GENERAL NATURE OF THE IMPROVEMENTS: The public improvements include the construction of water lines, sanitary sewers, storm sewers and drainage, gas lines, street paving, detention facilities, open space and amenities, erosion control, as well as engineering, contingency provisions, financing, and administrative costs.

BOUNDARIES: The boundaries are described in the Final Plat of Grand Junction Sec 1, a Subdivision of 12.7068 AC./553,509 SQ. FT. Situated in the Ralph Hubbard Survey, Abstract No. 383, City of Tomball, Harris County, Texas, 2 Block, 3 Reserves, 49 Lots, May 2019.

Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 9th day of September 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer
Doris Speer
City Secretary, TRMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Adopt, on First Reading, Ordinance No. 2019-25, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Seven (TPID 7 - Grand Junction Subdivision)

Background:
Public infrastructure improvements are nearly complete for Section One of Grand Junction Subdivision within Public Improvement District Number Seven created by the City in 2018. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll for Section One must be approved by City Council that will levy the assessment on each of the lots in Section One. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 2.7490% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 20,850.00	$1,714.98	15 years	$ 85.75	$ 1,800.73

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a $0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot in Section One. It is estimated that the average price of the homes to be constructed will be $240,000. The annual assessment payment $1,800.73 is the equivalent of a $0.75 tax rate on a $240,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions
The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

Duration (in years)	15
Interest Rate	2.749%
Annual Payment Amount	$1,714.98
Total Lifetime Payments	$25,724.68
Total Principal	$20,850.00
Total Interest	$4,874.68

	Payment	Principal	Interest	Payment	Payments collected	Principal Balance
						$20,850.00
	1	$1,141.81	$573.17	$1,714.98		$19,708.19
	2	$1,173.20	$541.78	$1,714.98		$18,534.99
	3	$1,205.45	$509.53	$1,714.98		$17,329.54
	4	$1,238.59	$476.39	$1,714.98		$16,090.95
	5	$1,272.64	$442.34	$1,714.98		$14,818.31
	6	$1,307.62	$407.36	$1,714.98		$13,510.68
	7	$1,343.57	$371.41	$1,714.98		$12,167.11
	8	$1,380.50	$334.47	$1,714.98		$10,786.61
	9	$1,418.45	$296.52	$1,714.98		$9,368.15
	10	$1,457.45	$257.53	$1,714.98		$7,910.71
	11	$1,497.51	$217.47	$1,714.98		$6,413.19
	12	$1,538.68	$176.30	$1,714.98		$4,874.51
	13	$1,580.98	$134.00	$1,714.98		$3,293.53
	14	$1,624.44	$90.54	$1,714.98		$1,669.10
	15	$1,669.10	$45.88	$1,714.98		$0.00
TOTAL		$20,850.00	$4,874.68	$25,724.68		

Origination:
Scott Bean, Hawes Hill Calderon, LLP

Recommendation:
Adopt Ordinance No. 2019-25, approving the Service and Assessment Plan and Assessment Roll for Public Improvement District Number Seven, on First Reading.

Party(ies) responsible for placing this item on agenda:
Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-25
TPID 7 - Council Information Sheet
The Basics - PID Primer

ORDINANCE NO. 2019-25

AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS, APPROVING THE SERVICE AND ASSESSMENT PLAN FOR THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER SEVEN

* * * * * * * * * *

WHEREAS, the City of Tomball (the "City") is authorized pursuant to TEX. LOCAL GOV'T CODE, ch. 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein; and

WHEREAS, the City has received a petition (the "Petition") requesting the creation of the City of Tomball Public Improvement District Number Seven (the "PID"), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City passed and adopted Resolution No. 2018-08 establishing the City of Tomball Public Improvement District Number Seven; and

WHEREAS, the City Council wishes to adopt the Service and Assessment Plan with respect to the PID; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, that:

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The Service and Assessment Plan attached to this Ordinance as Exhibit A is hereby approved and adopted on behalf of the PID, and the Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 7TH DAY OF OCTOBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF OCTOBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

_____
DORIS SPEER, City Secretary
City of Tomball

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Seven
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2018-08 creating the Public Improvement District Number Seven ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement ("Agreement") executed between the developer and the City.

A. Grand Junction

Grand Junction contains 12.7 acres of land and will contain 49 lots within the PID. The public improvements authorized under this Plan for Grand Junction and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$1,021,650
Financing Costs (15 years @ 2.7490%)	$238,862
Total Improvements	$1,260,512
Administration (5%)	$63,026
Total Costs (15 years)	$1,323,538

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2019. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 2.7490% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 20,850.00	$1,714.98	15 years	$ 85.75	$ 1,800.73

11. Levy and Collection

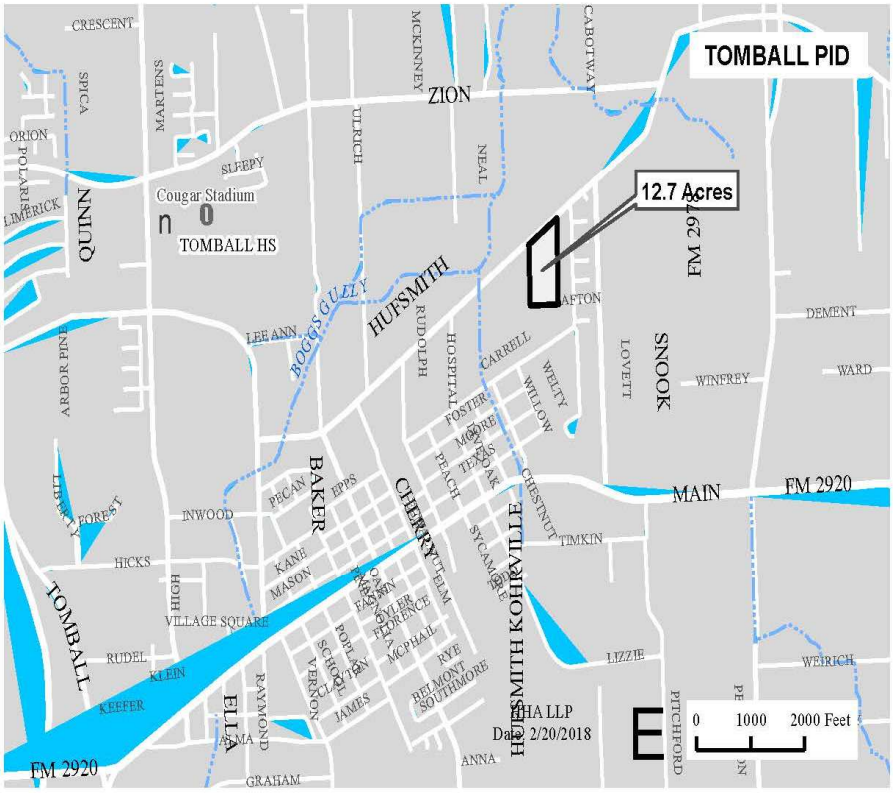
Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A


TOMBALL PID
12.7 Acres
CRESCENT
SPICA
MARTENS
MCKINNEY
ZION
CABOTWAY
ORION
POLARIS
LIMERICK
SLEEPY
QUINN
Cougar Stadium
TOMBALL HS
ULRICH
NEAL
FM 2978
HUFSMITH
BOGGS GULLY
LEE ANN
RUDOLPH
HOSPITAL
CARRELL
WELTY
WILLOW
LOVETT
SNOOK
AFTON
DEMENT
WINFREY
WARD
ARBOR PINE
FOSTER
MOORE
TEXAS OAK
PEACH
CHESTNUT
BAKER
PECAN
EPPS
CHERRY
ELM
SYCAMORE
MAIN
FM 2920
TIMKIN
LIBERTY
FOREST
INWOOD
HICKS
KANE
MASON
HIGH
VILLAGE SQUARE
TOMBALL
RUDEL
KLEIN
KEEFER
ELLA
RAYMOND
ALMA
GRAHAM
SCHOOL
VERNON
JAMES
POPLAR
OAK
FAGAN
TYLER
FLORENCE
MCPHAIL
RYE
BELMONT
SOUTHMORE
ANNA
HUFSMITH KOHRVILLE
LIZZIE
WEIRICH
PITCHFORD
HA LLP
Date: 2/20/2018
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Council Item Information Sheet – Service and Assessment Plan and Section One Assessment Roll for Public Improvement District Number Seven (Grand Junction Subdivision)

Action Requested

Approval of the Service and Assessment Plan and Section One Assessment Roll for Public Improvement District Number Seven.

Information

Public infrastructure improvements are nearly complete for Section One of Grand Junction Subdivision within Public Improvement District Number Seven created by the City in 2018. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll for Section One must be approved by City Council that will levy the assessment on each of the lots in Section One. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 2.7490% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 20,850.00	$1,714.98	15 years	$ 85.75	$ 1,800.73

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a $0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot in Section One. It is estimated that the average price of the homes to be constructed will be $240,000. The annual assessment payment $1,800.73 is the equivalent of a $0.75 tax rate on a $240,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

Duration (in years)	15
Interest Rate	2.749%
Annual Payment Amount	$1,714.98
Total Lifetime Payments	$25,724.68
Total Principal	$20,850.00
Total Interest	$4,874.68

	Payment	Principal	Interest	Payment	Payments collected	Principal Balance
						$20,850.00
	1	$1,141.81	$573.17	$1,714.98		$19,708.19
	2	$1,173.20	$541.78	$1,714.98		$18,534.99
	3	$1,205.45	$509.53	$1,714.98		$17,329.54
	4	$1,238.59	$476.39	$1,714.98		$16,090.95
	5	$1,272.64	$442.34	$1,714.98		$14,818.31
	6	$1,307.62	$407.36	$1,714.98		$13,510.68
	7	$1,343.57	$371.41	$1,714.98		$12,167.11
	8	$1,380.50	$334.47	$1,714.98		$10,786.61
	9	$1,418.45	$296.52	$1,714.98		$9,368.15
	10	$1,457.45	$257.53	$1,714.98		$7,910.71
	11	$1,497.51	$217.47	$1,714.98		$6,413.19
	12	$1,538.68	$176.30	$1,714.98		$4,874.51
	13	$1,580.98	$134.00	$1,714.98		$3,293.53
	14	$1,624.44	$90.54	$1,714.98		$1,669.10
	15	$1,669.10	$45.88	$1,714.98		$0.00
TOTAL		$20,850.00	$4,874.68	$25,724.68		

Public Improvement District (PID) Primer

What is a PID?

A Public Improvement District (PID) is a public financing tool created under Chapter 372 of the Texas Local Government Code (TLGC). A PID allows a neighborhood or commercial area to apportion the cost of improvements and levy an assessment against property located in the PID, because that property is acquiring a special benefit because of the improvements. In other words, the property that will benefit the most from the improvement pays for the improvement--the burden is not shifted to the entire community. PIDs are intended to promote economic growth by providing the funding mechanism to construct necessary infrastructure or desired amenities that support new developments and encourage redevelopment.

PIDs are a component unit of the City and are governed by the City Council. The Council can create an advisory board for the PID if necessary, but final determinations on establishment, costs, assessments, and budgets must be made by the City Council.

What can a PID finance?

The PID can be designed to help finance the cost of a variety of development costs including:

- water, wastewater, health and sanitation, or drainage improvements;
- street and sidewalk improvements;
- mass transit improvements;
- parking improvements;
- library improvements;
- park, recreation and cultural;
- art installation;
- creation of pedestrian malls; or
- supplemental services. (advertising, extra public safety, etc.)

How does the PID finance the projects?

Project costs can be paid directly by the City or the developer can advance funds. The assessment fees levied on each property fund the project payments. Until the PID has accumulated adequate assessment fee revenue, the City can choose to issue bonds or use general tax revenues for initial payments or developer reimbursements.

Separate fund(s) are created by the City for the administration of the PID. The Council reviews and approves the assessments and district budget each year.

How is a PID created and dissolved?

PID Development Process (minimum steps required by Chapter 372, TLGC):

1. City, County, or affected property owner(s) initiates a petition for creation.
2. If needed, City Council appoints an advisory board to develop the PID improvement plan.
3. City Council holds a public hearing & passes a resolution on the need for the PID.
4. City Council authorizes the establishment of a PID by resolution.
5. Construction of improvements may begin 20-days after the PID's creation.
6. City Council adopts a Service and Assessment Plan (list of projects, costs, debt, & assessment fee) for at least five, ongoing years is developed.
7. City holds a public hearing on the assessment roll (lists each PID property's fee).
8. City Council adopts ordinance to levy the special assessment. (City will also create a special fund(s) for the PID).
9. If necessary, City Council holds public hearing and approves additional assessments to correct omissions or mistakes in the improvement costs.
10. If necessary, City Council holds public hearing & passes a resolution dissolving PID; however, the district remains in effect at least to meet its debt obligations.

Does the City have any additional requirements?

Yes. City of Tomball Administrative Policy No. 18 "Development Policy for Special Financing Districts" requires:

1. Residential Development Size--greater than 125 acres unless the average home value is greater than $225, 000.
2. Annual Individual Assessment Limit—no more than the equivalent of a $.50 tax rate on the assessed value of the property.
3. Assessment Term Limit—Not to exceed 10 years. First assessment due 3 years after levy or upon transfer of property from developer to home buyer whichever occurs first.
4. Developer Interest Limit—If bonds are sold, developer earned interest reimbursements will not exceed the net effective interest rate on bonds sold or 8% whichever is less. If bonds are not sold, reimbursement will be calculated according to an indexed-based formula (see Admin Policy 18) or 8% whichever is less.
5. Bidding Requirements—Developers must follow municipal bidding procedures (as outline in Chap 252 TLGC). All bids and awards of contracts must be approved by City Council.
6. District Administration—The City of Tomball will contract with an outside consultant to bill, collect, and track district assessments. This cost will be included in the Service & Assessment Plan and reimbursed from the district.

Other city policies, procedures, and good practices may also effect individual district creation or administration including approval of related contracts and agreements. For example, the City will usually need to enter into a Developer Agreement to detail the responsibilities & obligations of each party related to the Service and Assessment Plan.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Adopt, on First Reading, Ordinance No. 2019-26, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Seven (TPID 7 - Grand Junction Subdivision); and Making Certain Findings Related

Background:
Public infrastructure improvements are nearly complete for Section One of Grand Junction Subdivision within Public Improvement District Number Seven created by the City in 2018. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll for Section One must be approved by City Council that will levy the assessment on each of the lots in Section One. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

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The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a $0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot in Section One. It is estimated that the average price of the homes to be constructed will be $240,000. The annual assessment payment $1,800.73 is the equivalent of a $0.75 tax rate on a $240,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions
The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

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	10	$1,457.45	$257.53	$1,714.98		$7,910.71
	11	$1,497.51	$217.47	$1,714.98		$6,413.19
	12	$1,538.68	$176.30	$1,714.98		$4,874.51
	13	$1,580.98	$134.00	$1,714.98		$3,293.53
	14	$1,624.44	$90.54	$1,714.98		$1,669.10
	15	$1,669.10	$45.88	$1,714.98		$0.00
TOTAL		$20,850.00	$4,874.68	$25,724.68		

Origination:
Scott Bean, Hawes Hill Calderon, LLP

Recommendation:
Adopt Ordinance No. 2019-26 on First Reading

Party(ies) responsible for placing this item on agenda:
Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-26
TPID 7 - Council Information Sheet
The Basics - PID Primer

ORDINANCE NO. 2019-26

AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS, LEVYING AN ASSESSMENT AGAINST SECTION ONE PROPERTIES WITHIN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER SEVEN (GRAND JUNCTION SUBDIVISION); AND MAKING CERTAIN FINDINGS RELATED THERETO.

* * * * * * * * * *

WHEREAS, the City of Tomball (the "City") is authorized pursuant to TEX. LOCAL GOV'T CODE, ch. 372, as amended ("Chapter 372") to create public improvement districts for the purposes described therein, and to levy and collect an assessment in furtherance of the purposes thereof; and

WHEREAS, the City has created City of Tomball Public Improvement District Number Seven (the "PID"), adopted a Service and Assessment Plan (the "Plan") for the PID, all in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City Council filed a proposed assessment roll with the City secretary which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

WHEREAS, the City Council has determined that the levy of a special assessment for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement, **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, that:

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines, *inter alia*, the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place

convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting

has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 7TH DAY OF OCTOBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF OCTOBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

_____
DORIS SPEER, City Secretary
City of Tomball

Public Improvement District Number Seven
Grand Junction Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas

Lot	Block	Owner	Total Assessment	Assessment With Interest	Assessment Term	Annual Payment	Annual Admin	Total Annual Payment
1	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
2	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
3	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
4	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
5	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
6	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
7	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
8	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
9	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
10	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
11	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
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13	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
14	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
15	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
16	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
17	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
18	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
19	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
20	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
21	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
22	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
23	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
24	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
25	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
26	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
27	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
28	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
29	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
30	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
31	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
32	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
33	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
34	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
35	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
36	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
37	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
1	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
2	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
3	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
4	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
5	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
6	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
7	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
8	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
9	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
10	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
11	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
12	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73

Council Item Information Sheet – Service and Assessment Plan and Section One Assessment Roll for Public Improvement District Number Seven (Grand Junction Subdivision)

Action Requested

Approval of the Service and Assessment Plan and Section One Assessment Roll for Public Improvement District Number Seven.

Information

Public infrastructure improvements are nearly complete for Section One of Grand Junction Subdivision within Public Improvement District Number Seven created by the City in 2018. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll for Section One must be approved by City Council that will levy the assessment on each of the lots in Section One. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 2.7490% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 20,850.00	$1,714.98	15 years	$ 85.75	$ 1,800.73

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a $0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot in Section One. It is estimated that the average price of the homes to be constructed will be $240,000. The annual assessment payment $1,800.73 is the equivalent of a $0.75 tax rate on a $240,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Amortization Schedule

Duration (in years)	15
Interest Rate	2.749%
Annual Payment Amount	$1,714.98
Total Lifetime Payments	$25,724.68
Total Principal	$20,850.00
Total Interest	$4,874.68

	Payment	Principal	Interest	Payment	Payments collected	Principal Balance
						$20,850.00
	1	$1,141.81	$573.17	$1,714.98		$19,708.19
	2	$1,173.20	$541.78	$1,714.98		$18,534.99
	3	$1,205.45	$509.53	$1,714.98		$17,329.54
	4	$1,238.59	$476.39	$1,714.98		$16,090.95
	5	$1,272.64	$442.34	$1,714.98		$14,818.31
	6	$1,307.62	$407.36	$1,714.98		$13,510.68
	7	$1,343.57	$371.41	$1,714.98		$12,167.11
	8	$1,380.50	$334.47	$1,714.98		$10,786.61
	9	$1,418.45	$296.52	$1,714.98		$9,368.15
	10	$1,457.45	$257.53	$1,714.98		$7,910.71
	11	$1,497.51	$217.47	$1,714.98		$6,413.19
	12	$1,538.68	$176.30	$1,714.98		$4,874.51
	13	$1,580.98	$134.00	$1,714.98		$3,293.53
	14	$1,624.44	$90.54	$1,714.98		$1,669.10
	15	$1,669.10	$45.88	$1,714.98		$0.00
TOTAL		$20,850.00	$4,874.68	$25,724.68		

Public Improvement District (PID) Primer

What is a PID?

A Public Improvement District (PID) is a public financing tool created under Chapter 372 of the Texas Local Government Code (TLGC). A PID allows a neighborhood or commercial area to apportion the cost of improvements and levy an assessment against property located in the PID, because that property is acquiring a special benefit because of the improvements. In other words, the property that will benefit the most from the improvement pays for the improvement--the burden is not shifted to the entire community. PIDs are intended to promote economic growth by providing the funding mechanism to construct necessary infrastructure or desired amenities that support new developments and encourage redevelopment.

PIDs are a component unit of the City and are governed by the City Council. The Council can create an advisory board for the PID if necessary, but final determinations on establishment, costs, assessments, and budgets must be made by the City Council.

What can a PID finance?

The PID can be designed to help finance the cost of a variety of development costs including:

- water, wastewater, health and sanitation, or drainage improvements;
- street and sidewalk improvements;
- mass transit improvements;
- parking improvements;
- library improvements;
- park, recreation and cultural;
- art installation;
- creation of pedestrian malls; or
- supplemental services. (advertising, extra public safety, etc.)

How does the PID finance the projects?

Project costs can be paid directly by the City or the developer can advance funds. The assessment fees levied on each property fund the project payments. Until the PID has accumulated adequate assessment fee revenue, the City can choose to issue bonds or use general tax revenues for initial payments or developer reimbursements.

Separate fund(s) are created by the City for the administration of the PID. The Council reviews and approves the assessments and district budget each year.

How is a PID created and dissolved?

PID Development Process (minimum steps required by Chapter 372, TLGC):

1. City, County, or affected property owner(s) initiates a petition for creation.
2. If needed, City Council appoints an advisory board to develop the PID improvement plan.
3. City Council holds a public hearing & passes a resolution on the need for the PID.
4. City Council authorizes the establishment of a PID by resolution.
5. Construction of improvements may begin 20-days after the PID's creation.
6. City Council adopts a Service and Assessment Plan (list of projects, costs, debt, & assessment fee) for at least five, ongoing years is developed.
7. City holds a public hearing on the assessment roll (lists each PID property's fee).
8. City Council adopts ordinance to levy the special assessment. (City will also create a special fund(s) for the PID).
9. If necessary, City Council holds public hearing and approves additional assessments to correct omissions or mistakes in the improvement costs.
10. If necessary, City Council holds public hearing & passes a resolution dissolving PID; however, the district remains in effect at least to meet its debt obligations.

Does the City have any additional requirements?

Yes. City of Tomball Administrative Policy No. 18 "Development Policy for Special Financing Districts" requires:

1. Residential Development Size--greater than 125 acres unless the average home value is greater than $225, 000.
2. Annual Individual Assessment Limit—no more than the equivalent of a $.50 tax rate on the assessed value of the property.
3. Assessment Term Limit—Not to exceed 10 years. First assessment due 3 years after levy or upon transfer of property from developer to home buyer whichever occurs first.
4. Developer Interest Limit—If bonds are sold, developer earned interest reimbursements will not exceed the net effective interest rate on bonds sold or 8% whichever is less. If bonds are not sold, reimbursement will be calculated according to an indexed-based formula (see Admin Policy 18) or 8% whichever is less.
5. Bidding Requirements—Developers must follow municipal bidding procedures (as outline in Chap 252 TLGC). All bids and awards of contracts must be approved by City Council.
6. District Administration—The City of Tomball will contract with an outside consultant to bill, collect, and track district assessments. This cost will be included in the Service & Assessment Plan and reimbursed from the district.

Other city policies, procedures, and good practices may also effect individual district creation or administration including approval of related contracts and agreements. For example, the City will usually need to enter into a Developer Agreement to detail the responsibilities & obligations of each party related to the Service and Assessment Plan.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Adopt, on First Reading, Ordinance No. 2019-23, an Ordinance Amending the Code of Ordinances of the City Council of the City of Tomball, Texas, by Repealing Chapter 36 – Solid Waste, in Its Entirety and Adopting a New Chapter 36 – Solid Waste; Providing for Severability; and Making Other Provisions and Findings Related Thereto

Background:
The contract approved by City Council for collection of solid waste and recycling has changed the policies and procedures for both residential and commercial units.

Currently, Chapter 36 does not address the ability to utilize poly carts for collection. Based on the new procedures it was determined to be in the best interest of our citizens to repeal Chapter 36 in its entirety and adopt a new Chapter 36 - Solid Waste in order to adequately reflect the services to be provided under our new contract.

Origination:
Public Works Department

Recommendation:
Adopt Ordinance No. 2019-23 on first reading.

Party(ies) responsible for placing this item on agenda:
Meagan Mageo, Project Coordinator

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-13 - Repealing & Adopting Chapter 36

ORDINANCE NO. 2019-23

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, BY REPEALING CHAPTER 36 – SOLID WASTE, IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 36 – SOLID WASTE; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * * * * * * *

WHEREAS, a new contract has been executed between the City of Tomball and contractor for collection of solid waste and recycling within the city limits thus changing the policies and procedures of collection for residential and commercial units;

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of its citizens to adopt new regulations for the collection of solid waste and recycling material; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. The Code of Ordinances of the City of Tomball, Texas, is hereby amended by repealing Chapter 36 – Solid Waste, previously adopted on December 20, 1982 by Ordinance No. 1982-25, in its entirety. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. The Code of Ordinances of the City of Tomball, Texas, is hereby amended by adopting Chapter 36 – Solid Waste, attached hereto and incorporated herein by this reference for all purposes.

Section 3. It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the solid waste contract executed between the City and contractor. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed $2,000. Each day of violation shall constitute a separate offense.

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City's Home Rule Charter.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF OCTOBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF OCTOBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

_____
DORIS SPEER, City Secretary
City of Tomball

Chapter 36 – Solid Waste

ARTICLE I. GENERAL PROVISIONS

Sec. 36-1. – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bags shall mean plastics sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by the top; securely tied at the top for collection, with a capacity volume not to exceed 40 pounds.

Bin/Dumpster shall mean metal collection receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units, clearly identified with the Contractor's name (or assumed name, i.e. its DBA name), address, and phone number of Contractor's local office.

Bin for Recycling shall mean an 18 gallon recycling bin, provided by the Contractor, equipped with handles and no wheels or cover.

Brush shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Limbs shall not exceed four feet (4') in length and not exceed four inches (4") in diameter. All Brush must be tied and bundled. No bags or bundles shall exceed 40 pounds in total weight.

Bulky Waste shall mean appliances or "White Goods," furniture, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit. Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants, must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Putrescible household waste, construction debris and yard trimmings are not considered Bulky Waste.

Cart for Solid Waste shall mean a 65-gallon or 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles, and a tight-fitting cover. Carts shall be capable of being mechanically unloaded into the Contractor's collection vehicles. Cart weight, when full, shall not exceed 375 pounds. Each Cart shall be clearly identified with the Contractor's name (or assumed name, i.e. its DBA name), address, and phone number of Contractor's local office.

Cart for Recycling shall mean a 65-gallon or 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover with a color

differentiating it from a Cart for Solid Waste. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. Cart lid will be embossed to provide the acceptable Recyclable Materials list for the Resident. Cart shall be clearly identified with the Contractor's name (or assumed name, i.e. its DBA name), address, and phone number of Contractor's local office.

Citizens Assistance Program (CAP) shall mean an assistance program provided by Contractor offering special provisions for those residents that are physically unable to place their Bags or Containers in the required Collection Location.

Collection Locations shall mean designated area for the placement of Bags, Carts, Bulky Waste, or other acceptable materials for collection.

Commercial/Industrial Unit shall mean all premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City and not a residential unit.

Commercial/Industrial Waste shall mean all types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste.

Compactor Unit shall mean a mechanical unit that receives, compacts, and reduces the volume of municipal solid waste, refuse or garbage. The unit may be stationary or mobile.

Container see *Cart for Solid Waste, Cart for Recycling* or *Bin for Recycling, Bin/Dumpster, Roll-Off or Compactor*

Contractor shall mean the City or individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the City.

Curbside shall mean within three (3) feet of the curb/ edge of pavement that provides primary access for service.

Excluded Waste shall mean waste or other materials not adhering to the definitions and requirements of Brush, Solid Waste Materials and/or Recyclable Materials outlined in the Contract.

Hazardous Waste shall mean waste or any other material, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste or any other material, in any amount, which is regulated under Federal or State law.

Recyclable Material or Recyclables shall mean material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a

substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. The contractor will not dispose of such Recyclable Materials at the disposal site and will deliver Recyclable Materials to an appropriate recycling facility.

Recycle or Recycling shall mean the collection, separation, recovery and sale or reuse of metals, paper, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

Recycling Container shall mean recycling services generally provided to Single Family Structures. Recyclables Materials are placed by customers at curbside for collection.

Residential Unit shall mean a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Solid Waste shall mean garbage, rubbish, refuse, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, S91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

Special Collection shall mean a fee-based collection available to a resident to collect Brush & Bulk Waste Materials that are in excess of the two (2) cubic yard weekly limit. The maximum volume to be collected as a “special collection” shall not exceed ten (10) cubic yards and excludes Construction and Demolition and any other materials that are too heavy for manual collection by the Contractor.

Sec. 36-2. – Littering Prohibited.

It shall be unlawful for any person to throw, drop, cast or deposit upon any street, alley, sidewalk or any yard or premises, public or private, any filth of any kind, including but not limited to garbage, trash or cans, paper, paper containers, rubbish, trees limbs, grass cuttings, bottles or any other form of littler or waste material.

Sec. 36-3. – Enforcement.

The City Manager or appointed designee is hereby authorized to enforce such rules and regulations as are established by the City Council and to make all necessary inspections and investigations to see that the terms of this chapter are being fulfilled.

Sec. 36-4. – Unlawful Deposits.

It shall be unlawful for any person to dump, unload, discharge, or in any manner place or cause to be placed any garbage, trash, or other waste materials of any kind or description whatsoever on any lot, tract or parcel of land located within the city limits, except at designated collection locations which are to be serviced by designated contractor.

Sec. 36-5. – Unlawful Collection.

No person, except an authorized Contractor and/or employee of the City shall collect or empty Residential, Commercial or Industrial Solid Waste or convey or transport Solid Waste on the streets, alleys or easements of the City, except as previously provided in this chapter or with prior approval; provided, however, this provision does not prohibit persons or businesses with their own equipment from hauling, on a temporary basis, their own Solid Waste and/or debris from their own lot clearing, construction or demolition operations in the City.

Sec. 36-6 – Disposal of Heavy or Dangerous Accumulations.

Heavy or dangerous accumulations such as, but not limited to, brick, broken concrete, lumber, timbers, ashes, cinders, dirt, plaster, sand or gravel, automotive frames, bodies or chassis, or parts thereof, dead trees, door and window frames, gasoline or electric motors and engines, explosives, fireworks, ammunition, bottled acids or corrosive chemicals, and other bulky, heavy, or dangerous materials shall not be collected by the Contractor, but shall be disposed of at the expense of the owner thereof, or the person controlling same.

Secs. 36-7 – 36-26. – Reserved.

ARTICLE II. – COLLECTION

DIVISION I. – GENERAL PROVISIONS

Sec. 36-27. – Accumulation Prohibited.

It shall be unlawful for any person to accumulate or allow accumulation of any garbage or refuse within the City.

Sec. 36-28. – Applicability.

The provisions of this article shall apply to all territories within the corporate city limits.

Sec. 36-29. – Collection by City Only.

The collection and disposal of Solid Waste, Bulky Waste and Recycling shall be completed by the City or a designated Contractor. Private or individual collection and disposal of garbage is prohibited, except as may be expressly authorized in this chapter. It shall be unlawful for any person to collect, pick up, or otherwise dispose of any Solid Waste, Bulky Waste or Recycling within the City without first obtaining a written permit therefore granted by City Council.

Sec. 36-30. – General Disposal.

It shall be the duty of every person in charge of premises, including multiunit dwellings, within the City, to prepare the Solid Waste, Bulky Waste and Recycling from such premises and timely place at the designated Collection Location for collection by the designated Contractor in accordance with the terms and conditions of this article.

Sec. 36-31. – Proper Preparation and Collection Locations.

The designated Contractor will not collect any Solid Waste, Bulky Waste and Recycling where it is not prepared for collection or placed in the designated Collection Location, as designated by the terms of this chapter. Failure to comply with this provision will be an offense, and each day's failure to comply with same shall constitute a separate offense.

Sec. 36-32. – Refusal to Collect.

Contractor shall not collect Solid Waste, Recycling, Brush and/or Bulky Waste, where such accumulation is not prepared for collection and placed in accordance with the divisions of this chapter. The Contractor's failure to collect shall not excuse the violation of any provision of these divisions or of any other City Ordinance.

Sec. 36-33. – Pilfering and Tampering.

It shall be unlawful for any person to tamper with Solid Waste and Recycling Containers including Bags, Carts for Solid Waste and/or Recycling, and Bins/Dumpsters, or to pilfer or scatter the contents thereof on any city street, alley or easement.

Sec. 36-34. Charges for Services.

a.) There shall be a monthly service charge assessed for the collection and disposal of Solid Waste, Bulky Waste and/or Recycling within the City as currently established in the Master Fee Schedule or as hereafter adopted by the City Council from time to time and on file in the Office of the City Secretary.

b.) All Residential and Commercial Units with an active utility account are required to maintain Solid Waste and/or Recycling services.

Sec. 36-35. Storage.

Containers shall be collected on collection day and storage must not be visible from the roadway.

Secs. 36-36 – 36-39. – Reserved.

ARTICLE III. – RESIDENTIAL COLLECTION

DIVISION I. – PROVISIONS

Sec. 36-40. – Collection of Charges.

a.) Fees and/or charges for the collection and removal of Solid Waste, Bulky Waste and/or Recycling for the Residential Units shall be billed with and paid in the same manner as billing for utility services rendered by the City.

b.) All charges for services under this chapter shall be due and payable by 4:00 PM CST, on the last business day of the month; provided, however that if such due date shall fall on a legal holiday observed by the City, bill shall be due and payable by the business day before.

c.) Services shall be discontinued if payment is not received by the tenth day of the following month, and services shall not be resumed until all charges have been paid in full.

Sec. 36-41. – Collection Schedule.

Residential Units shall receive Solid Waste collection twice per week and Recycling, Brush and Bulky Waste collection shall be collected once per week according to a schedule to be determined by the City Manager or designee.

Sec. 36-42. – Residential Solid Waste and Recycling.

a.) Containers or Bags shall be placed out for collection at the designated Collection Location no later than 7:00 AM CST on collection day.

b.) Containers and Bags shall not be placed out for collection before 5:00 PM CST the day before collection and shall be removed no later than 10:00 PM CST on collection day.

Sec. 36-43. – Citizens Assistance Program.

Contractor shall provide special provisions for those Residential Units that are physically unable to place their Containers or Bags in the required Collection Location in accordance with the Citizens Assistance Program (CAP).

Sec. 36-44. – Responsibility.

Bags placed out for collection are the responsibility of the Residential Unit therefore removal of the scattered contents due to damage is the responsibility of the Residential Unit.

Sec. 36-45. – Right to Reject Excluded Waste.

If Excluded Waste is set out by a Residential Unit for collection, Contractor may, in its sole discretion, reject such waste. Contractor shall leave a printed explanation notice for the Residential Unit to explain why the waste was not collected.

Sec. 36-46 – 36-54. – Reserved.

DIVISION II. – BAG SERVICE

Sec. 36-55. – Bag Collection.

a.) Residential Units utilizing bags for Solid Waste collection shall be placed at the designated Collection Location and shall not exceed 40 pounds per bag and 100 gallons per collection.

b.) Bags placed out for collection shall be properly secured as to prevent scattering of the contents to any City street, alley, easement or neighboring property.

Sec. 36-56. – Placement of Bags.

Solid Waste shall be placed in properly secured Bags and placed at the curb of the street, readily accessible to the collection vehicles. In the event there is no curb, the City Manager or designee will designate the Collection Location. The Contractor shall not make collection of Solid Waste where it is not properly prepared for collection and/or placed at designated Collection Location as defined by the chapter.

DIVISION III. – CART SERVICE

Sec. 36-57. – General Provisions.

a.) At the request of the Residential Unit, the Contractor shall provide each Residential Unit with a Container for the disposal of accumulated Solid Waste. Residential Units are only allowed to utilize the Container for disposal of Solid Waste, no additional boxes, bags and/or other disposable containers may be utilized outside of the Container, unless accumulation is considered Bulky Waste.

b.) Each Residential Unit may request, at their own expense, additional Containers for the collection of Solid Waste.

c.) All residential Solid Waste and Recycling must be placed in approved Containers except as noted within this chapter, with a limit not to exceed 100 gallons per collection day.

d.) All loose trash accumulations shall be deposited in Containers as specified in subsection (a) of this section and placed for collection at the designated Collection Location.

e.) Containers placed out for collection are the responsibility of the Residential Unit therefore removal of the scattered contents due to damage is the responsibility of the Residential Unit.

f.) Container lids or covers shall at all times be kept closed in order to prevent access to the contents of the Container, and such lids or covers shall only be opened while the Containers are being filled or emptied.

g.) Containers must be retrieved following collection, as defined by this chapter, and properly stored.

Sec. 36-58. – Placement of Containers.

a.) Solid Waste shall be placed in approved Containers and placed at the curb of the street, readily accessible to the collection vehicles. In the event there is no curb, the City Manager or designee will designate the Collection Location for containers. The

Contractor shall not make collection of Solid Waste where it is not properly prepared for collection and/or placed at designated Collection Location as defined by this chapter.

b.) Containers shall have a minimum of three (3) foot clearance on each side to ensure adequate space for retrieval.

c.) Containers shall be placed securely at designated Collection Locations to avoid tipping or falling and prevent scattering of contents into the City Street, alley, easement or neighboring property.

DIVISION IV. – RECYCLING

Sec. 36-59. – General Provisions.

a.) Containers must be retrieved following collection, as defined by this chapter, and properly stored.

b.) All accumulations shall be deposited in Containers, no loose accumulation or additional Containers are permitted unless provided by Contractor.

Sec. 36-60. – Bin Collection.

a.) At the request of the Residential Unit, the Contractor shall provide each unit with an 18 gallon Bin for Recycling for the collection of Recyclable Material.

b.) Residential Units are only allowed to utilize the provided Container for the collection of recyclables, no additional boxes, bags and/or other disposable containers may be utilized.

Sec. 36-61. - Cart Collection.

a.) At the request of the Residential Unit, the Contractor shall provide each unit with 65 or 95 gallon Cart for Recycling for the collection of Recyclable Material. Residential Units are only allowed to utilize the provided Container for the collection of Recyclables, no additional boxes, bags and/or other disposable containers may be utilized outside of the Poly Cart, unless accumulation is considered Bulky Waste.

b.) Each Residential Unit may request, at their own expense, additional Containers for the collection of Recycling.

Sec. 36-62. – Placement of Containers.

a.) Recycling shall be placed in approved Containers and placed at the curb of the street, readily accessible to the collection vehicles. In the event there is no curb, the City Manager or designee will designate the Collection Location for containers. The

Contractor shall not make collection of Solid Waste where it is not properly prepared for collection and/or placed at designated Collection Location as defined by the chapter.

b.) Cart for Recycling shall have a minimum of three (3) foot clearance on each side to ensure adequate space for retrieval.

DIVISION V. – BRUSH.

Sec. 36-63. General Provisions

a.) Residential Units shall bundle brush and tree limbs no larger than four (4) feet in length and four inches (4”) in diameter, and bundled in a pile not to exceed four feet (4’) in height and shall not be in excess of two (2) cubic yards per collection.

b.) Tree limbs larger than four inches (4”) in diameter shall be considered Excluded Waste.

c.) Brush in excess of two (2) cubic yards shall be considered a Special Collection and will require service request from the Residential Unit.

Sec. 36-64. Special Collections.

a.) Fee-based collection shall be made available to a Residential Unit for Brush that is in excess of two (2) cubic yard weekly limit.

b.) The maximum volume to be collected as a “Special Collection” shall not exceed ten (10) cubic yards and excludes construction, demolition and debris materials that are too heavy for manual collection by the crew.

Sec. 36-65. Collection Location.

a.) Placement for Brush for collection shall be placed in accordance with the designated Collection Location.

b.) Brush shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or impeding the flow of storm water.

DIVISION VI. – BULKY WASTE

Sec. 36-66. – Provisions

a.) Bulky Waste must be acceptable for disposal at a Type I municipal solid waste landfill.

b.) Appliances shall only be collected and disposed of by Contractor if they have been certified by an authorized technician as having been drained of CFCs/Freon and fluids.

Sec. 36-67. – Special Collections.

a.) Fee-based collection shall be made available to a Residential Unit for Bulky Waste that is in excess of two (2) cubic yard weekly limit.

b.) The maximum volume to be collected as a "special collection" shall not exceed ten (10) cubic yards and excludes Construction, Demolition and Debris materials that are too heavy for manual collection by the crew.

Sec. 36-68. Collection Location.

a.) Placement for Bulky Waste for collection shall be placed in accordance with the designated Collection Location.

b.) Bulky Waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or impeding the flow of storm water.

Sec. 36-69 – 36-74. – Reserved

ARTICLE IV. – COMMERICIAL COLLECTION

DIVISION I. – PROVISIONS

Sec. 36-75. – Collection of Charges.

a.) Charges for the collection and removal of Solid Waste and/or Carts for Recycling for Commercial Units shall be billed with and paid in the same manner as billing for Utility Services rendered by the City.

b.) All charges for services under this chapter shall be due and payable by 4:00 PM CST, on the last business day of the month; provided, however that if such due date shall fall on a legal holiday observed by the City, bill shall be due and payable by the business day before.

c.) Services shall be discontinued if payment is not received by the tenth day of the following month, and services shall not be resumed until all charges have been paid in full.

d.) Commercial Unit is responsible for any damage or theft to Container including, but not limited to, cost of replacement for Container.

Sec. 36-76. – Collection Schedule.

a.) Commercial Units shall receive scheduled Solid Waste collection not to exceed six (6) collections per week, unless additional collections are requested.
    i. Commercial Units generating putrescible Solid Waste shall receive a minimum of twice a week collection.

b.) Recycling collection (poly carts only) shall be collected once per week according to a schedule to be determined by the City Manager or designee.

Sec. 36-77. –Commercial Solid Waste and/or Recycling.

a.) All Commercial Units shall place Solid Waste and Recycling in approved Containers, except as noted within this chapter.

b.) All Commercial/ Industrial Waste must be placed in Containers with a limit not to exceed the capacity of the closed Container.
    i. Should a Container exceed the capacity of the Container, a request will be made to the Commercial Unit to adjust the capacity for safety and compliance.

c.) Containers shall be placed out for collection at the designated Collection Location no later 7:00 AM CST on collection day, and Containers must be retrieved following collection, as defined by this chapter, and properly stored.

d.) Containers, including enclosures, must be accessible at all times to Contractor.

Sec. 36-78. – Commercial Containers and Enclosures.

All new Commercial Units, units with a change of use and/or units requesting a change in Solid Waste service, must adhere to section 50-115 of the Code of Ordinances.

Sec. 36-79. – Responsibility.

Containers placed out for collection are the responsibility of the Commercial Unit therefore removal of the scattered contents due to damage is the responsibility of the Commercial Unit.

Sec. 36-80 – Unlawful Deposits.

Containers shall only be used by those Commercial Units paying for such use. It shall be unlawful for any person to utilize a Container furnished by Contractor and further shall be unlawful to remove the contents thereof. However, this shall not apply to the owner or occupant of the Commercial Unit which such Container has been furnished, nor to their employees.

Sec. 36-81. – Right to Reject Excluded Waste.

If Excluded Waste is set out by a Commercial Unit for collection, Contractor may, in its sole discretion, reject such waste. Contractor shall leave a printed explanation notice for the Commercial Unit to explain why the waste was not collected.

Sec. 36-82. – Unlawful Use of Containers.

It shall be unlawful to make a fire or burn any material in a Container furnished by Contractor or to paint or mark upon same, or to place any posted, placket or sign upon same.

Sec. 36-83. – Accumulation of Solid Waste around Container.

It shall be unlawful for Commercial Unit owner or occupant to allow accumulation of garbage or trash around Containers or in the vicinity of such Container and it shall be their responsibility to place all garbage and trash in such Container. The use of any other system or Container for collection when service is provided other than as set forth in the section shall be unlawful.

DIVISION II. –BINS/ DUMPSTERS

Sec. 36-84. – General Provisions.

a.) Lids and doors of all Bins/Dumpsters and enclosures shall be kept closed at all times except when the Container is being filled or emptied.

b.) Empty boxes shall be flattened before being placed in Container.

c.) A key shall be provided to Contractor for any lock provided by the Commercial Unit for access to the Container.

DIVISION III. – COMPACTOR UNIT

Sec. 36-85. – General Provisions.

The Commercial Unit may contract with a Contractor of their choice for the rental of the Compactor Unit. Commercial Unit must utilize the authorized Contractor for collection service.

DIVISION IV. – ROLL-OFF

Sec. 36-86. General Provisions.

a.) Customer seeking permanent and/or temporary Roll-Off Containers for Special Collections of Bulky Waste, construction demolition and debris or other Solid Waste material that is not eligible to be placed in Bin/Dumpster shall establish an account for Roll-Off services with the authorized Contractor.

b.) All billing for Roll-Off Containers will be processed by the Contractor with payment to be made to Contractor by the payment date reflected on invoice.

DIVISION V. – RECYCLING

Sec. 36-87. General Provisions.

Commercial Units are permitted to utilize any third party vendor for commercial recycling service.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

Approve Resolution No. 2019-28, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Date, Time, and Place for Public Hearing at which All Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notice of Such Public Hearing; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed *(Being a 0.8684-acre (37,827 square feet) tract of land out of and part of TOMBALL OUTLOT 477, according to the map or plat thereof recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, said 0.8684 acre tract being all of that certain 1.00 acre tract described in deed recorded under Harris County Clerk's File No. 20100242691, save and except a 0.1423 acre tract called Parcel 10 for the widening of Huffsmith-Kohrville Road right-of-way)* [22526 Hufsmith-Kohrville]

Background:

Approval of Resolution No. 2019-28 will declare the City's intention to annex the 0.8684-acre tract, located at 22526 Hufsmith-Kohrville, and to schedule the required public hearing.

A copy of the annexation calendar is included for Council review. City utilities are available to the property.

Section 43.0673 of the Local Government Code now requires one public hearing on voluntary annexations. The hearing may be conducted on the same date and prior to the first reading of the annexation ordinance.

Staff's recommendation is that the public hearing be held during the regular Council meeting on November 4, 2019, in order to meet mandatory publication deadlines.

If the recommended date for the public hearing is acceptable, the first reading of the annexation ordinance will be adopted at the regular Council meeting on Monday, November 4, 2019, immediately following the public hearing. No special meetings will be required for this annexation.

The anticipated development of the property will be office and commercial; the Community Development Department will present an Ordinance to change the zoning of the property from Agricultural to Commercial in conjunction with the annexation.

Origination:

Fina's Property Investments, LLC

Recommendation:

Approve Resolution No. 2019-28 and set November 4, 2019 as the date of the public hearing.

Party(ies) responsible for placing this item on agenda:

City Secretary

ACTION TAKEN

Approval	Readings Passed	Other

☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-28
Annexation Calendar - 22526 Hufsmith-Kohrville
Application for Annexation - 22526 Hufsmith-Kohrville
Map and Site Plan - 22526 Hufsmith Kohrville

RESOLUTION NO. 2019-28

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF TOMBALL, TEXAS, TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING THE DATE, TIME, AND PLACE FOR PUBLIC HEARING AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICE OF SUCH PUBLIC HEARING; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED *(BEING A 0.8684-ACRE (37,827 SQUARE FEET) TRACT OF LAND OUT OF AND PART OF TOMBALL OUTLOT 477, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 65 OF THE HARRIS COUNTY MAP RECORDS, IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, HARRIS COUNTY, TEXAS, SAID 0.8684 ACRE TRACT BEING ALL OF THAT CERTAIN 1.00 ACRE TRACT DESCRIBED IN DEED RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. 20100242691, SAVE AND EXCEPT A 0.1423 ACRE TRACT CALLED PARCEL 10 FOR THE WIDENING OF HUFFSMITH-KOHRVILLE ROAD RIGHT-OF-WAY)* [22526 HUFSMITH-KOHRVILLE]

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "A" attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 2. The City Council of the City of Tomball hereby calls a public hearing at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. No suitable location is available for a public hearing to be held on the property proposed for annexation. The public hearing shall be held in the City Council Chambers, 401 Market Street, City of Tomball, Texas, **during a Regular Council Meeting at 6:00 o'clock (6:00 p.m.), on November 4, 2019**. The annexation proceeding, of which notice of intention to annex is given by this Resolution, subsequent to such public hearing.

Section 3. The City Secretary of the City of Tomball is hereby directed to cause notice of such public hearing to be given by publication in a newspaper having general circulation within the City of Tomball and within the territory proposed to be annexed, the publication of notice of public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing.

Section 4. The City Engineer is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearing called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the TEXAS LOCAL GOVERNMENT CODE.

PASSED, APPROVED, AND RESOLVED this 7th day of October 2019.

_____
GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

_____
Doris Speer, City Secretary
City of Tomball

Exhibit "A" – Page 1

ROBINSON SURVEYING INC.
P. O. BOX 11925
SPRING, TEXAS, 77391

Fieldnotes for a survey of a 0.8684 acre (37,827 square feet) tract of land out of and part of TOMBALL OUTLOT 477, according to the map or plat thereof recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, said 0.8684 acre tract being all of that certain 1.00 acre tract described in deed recorded under Harris County Clerk's File No. 20100242691, save and except a 0.1423 acre tract called Parcel 10 for the widening of Huffsmith-Kohrville Road right-of-way, said 0.8684 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the north right-of-way line of Mahaffey Road, 60 feet wide, marking the southeast corner of said 1.00 acre tract and the herein described tract;

THENCE S 87 deg. 32 min. 49 sec. W, 102.81 feet along the north right-of-way line of said Mahaffey Road and south line of said 1.00 acre tract to a 5/8 inch iron rod found at the most easterly corner of said 0.1423 acre tract, and most southerly corner of the herein described tract;

THENCE N 47 deg. 40 min. 31 sec. W, 19.26 feet along a right-of-way cutback, and east line of said 0.1423 acre tract to a 5/8 inch iron rod found at an angle point of said 0.1423 acre tract, in the east line of said Huffsmith-Kohrville Road (varying width right-of-way), and boundary of the herein described tract;

THENCE N10 deg. 20 min. 26 sec. W, 11.06 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found at an angle point of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road and the boundary of the herein described tract;

THENCE N 02 deg. 53 min. 51 sec. W, 90.48 feet along the east line of said 0.1423 acre tract and east right-of-way line of saidz Huffsmith-Kohrville Road to a 5/8 inch iron rod found at the point of beginning of a curve to the right, having a radius of 1950.00 feet;

THENCE in a northerly direction along said 1950.00 feet radius curve to the right through a central angle of 02 deg. 00 min. 00 sec., an arc distance of 68.07 feet (chord = N 01 deg. 53 min. 51 sec. W, 68.06 feet) to a 5/8 inch iron rod found at a point of tangency;

THENCE N 00 deg. 53 min. 51 sec. W, 123.66 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found in the north line of said 1.00 acre tract, marking the northeast corner of said 0.1423 acre tract and northwest corner of the herein described tract;

THENCE N 87 deg. 12 min. 43 sec. E, 126.71 feet along the north line of said 1.00 acre tract and the herein described tract to a 5/8 inch iron rod found at the northeast corner of said 1.00 acre tract and the herein described tract;

(continued)

Exhibit "A" – Page 2

THENCE S 00 deg. 12 min. 48 sec. E, 307.65 feet along the east line of said 1.00 acre tract and the herein described tract to the POINT OF BEGINNING, and containing 0.8684 acre (37,827 square feet) of land.

Thomas G. Robinson
R.P.L.S. No. 1874

Exhibit "A" – Page 3

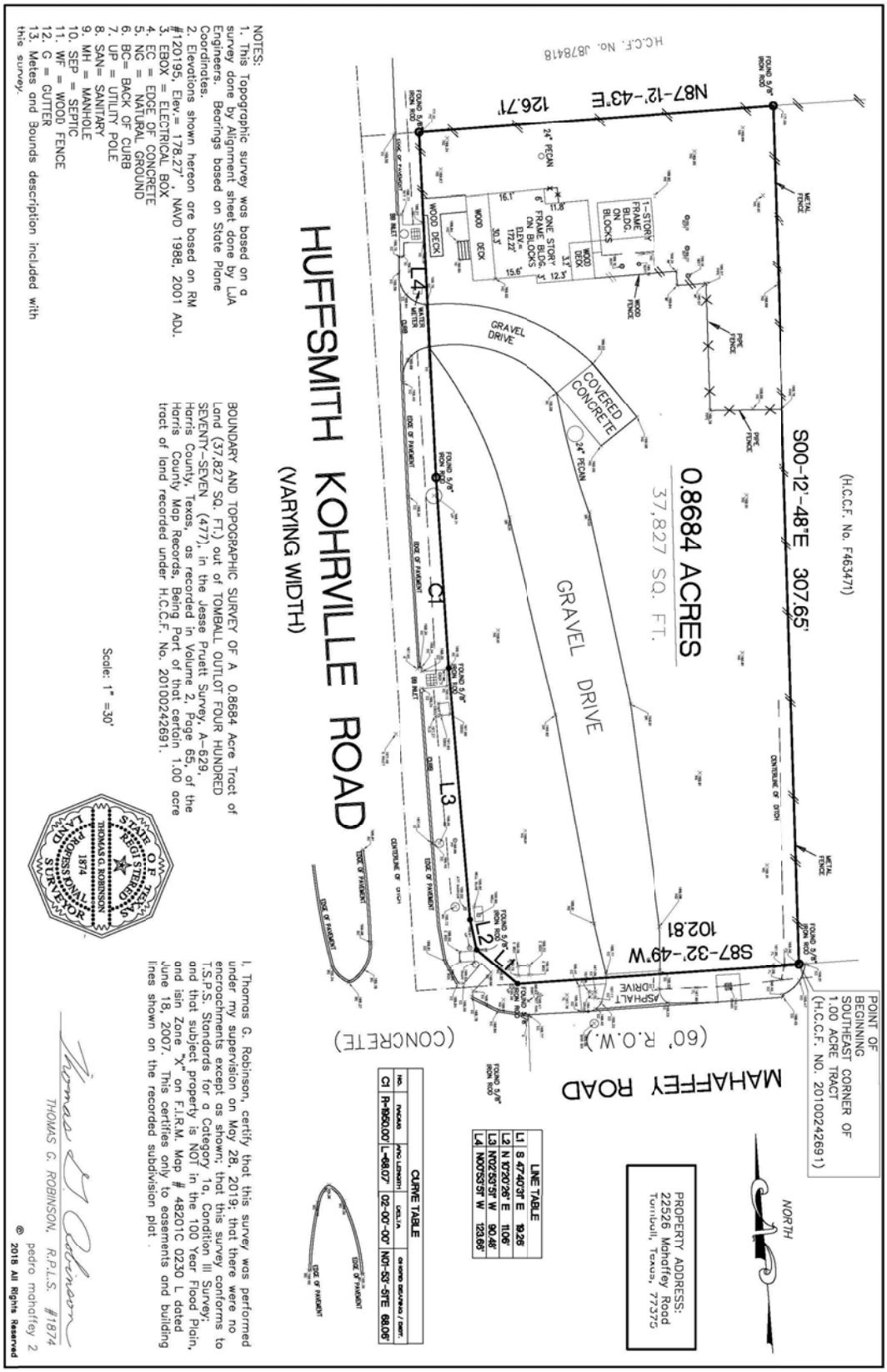
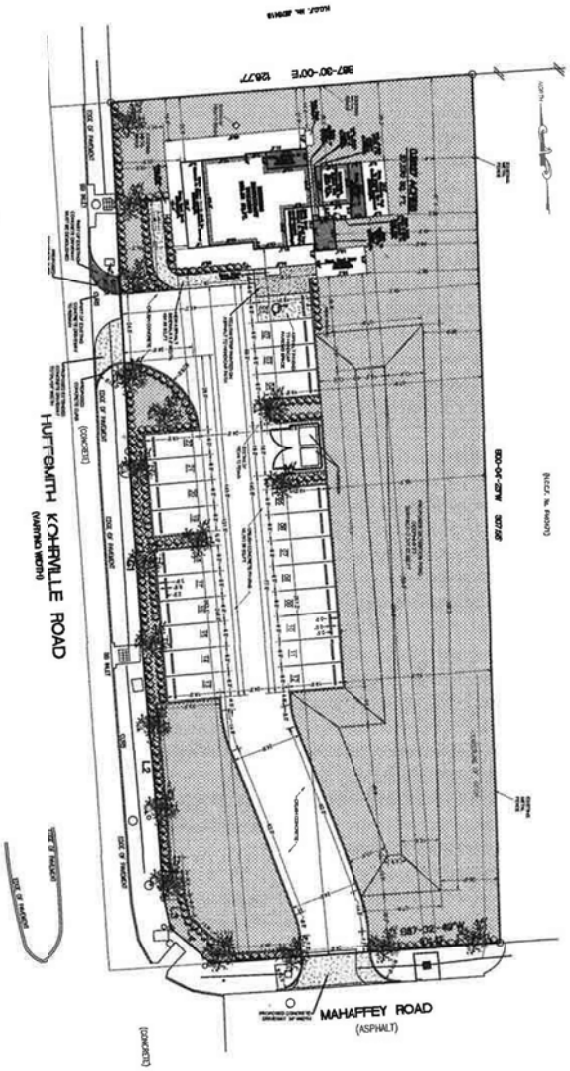


Exhibit "A" – Page 4



PROPOSED SITE PLAN

SP2.0

SITE PLAN

P.E.M.Enterprises, Inc.
12902 HAYNES RD.
HOUSTON, TX. 77066

A PROJECT LOCATED AT
22526 HUFFSMITH KOHRVILLE ROAD
TOMBALL, TX. 77375

PROPOSED VOLUNTARY/OWNER-PETITIONED ANNEXATION – 22526 HUFSMITH-KOHRVILLE TRACT – post-HB 347

Council approves annexation request on 10/7/19 by adopting Resolution and sets 11/4 as date for public hearing (regular Council meeting). Send to paper on 10/8 to run in paper on 10/16 (19 days' notice for 11/4 meeting) – NO Special Council meeting required. Development Agreement to continue agricultural use is not required, as advised by property owner.

Publish Dates & Public Hearing Dates – Complete Annexation on 11/18/2019	Publish Date	One Public Hearing at **Regular** Meeting	First Reading of Ordinance at **Regular** Meeting	Second Reading of Ordinance at **Regular** Meeting
Council approves annexation on 10/7 and sets dates for Public Hearings as 11/4: Public hearing to 2nd reading of the Ordinance is 14 days total to complete annexation from resolution approval	10/16/19	Regular Mtg 11/4/19	11/4/19	11/18/19
	19 days' notice to 11/4			
	To paper 10/8 to run on 10/16			
(19 days from first publication notice to first reading/institution of proceedings)	(-19 days) to 1st reading	**(Day 0)**	**(Day 0)**	(+14 days)

Publication date – more than 10 days' notice, less than 20 days' notice for public hearings [LGC, Sec. 43.063(c)] – **19 days' notice for P.H.**

Annexation must be completed within 90 days of 1st reading of ordinance *[institution of proceedings,* LGC, Sec. 43.064*]* – 14 days after 1st reading

City must give notice regarding intention to annex area 30 days before first public hearing to public and private entities – county, fire department, emergency services districts, utility companies [LGC, Sec. 43.062(b)] – **Requirement is not mandatory if we annex by request, but it is City policy to notify entities.**

Resolution No. 2019-28 on the 10/7/19 agenda for Council to approve and to set public hearing on 11/4/19.

Municipality must post notice of the hearings on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearings in a newspaper of general circulation in the municipality and in the area proposed for ***annexation***. Notice for hearing be published at least once on or after the 20th day but before the 10th day before the date of the hearing. Requires that the notice for hearing be posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and remain posted until the date of the hearing.

Annexation Request

The City of Tomball requires annexation as a condition of extending municipal water, wastewater and/or other utility services to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility services will be provided to the annexed property under the same terms and conditions as for other property located within the City of Tomball.

The undersigned property owner requests full-purpose annexation of the subject tract into the City of Tomball's full purpose jurisdiction in accordance with Chapter 43 of the Texas Local Government Code.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1002 or the Community Development Department at 281-290-1405.

Annexation must be completed prior to extension of water, wastewater, and/or other utilities.

I/We, the undersigned, am/are the current owner(s) of the tract described above and I/we request annexation into the City of Tomball for full-purposes in accordance with Chapter 43 of the Texas Local Government Code.

Fina's Property Investments, LLC
Name of Owner(s) (Type or Print)

Owner's Signature — Date: 9-17-19

Received by City Secretary — Date

Received by Community Development Department — Date

CITY OF TOMBALL
ANNEXATION REQUEST APPLICATION
Part A: Statement of Request

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Mayor and Council:

1. I (we) the undersigned being the owner(s) of the property legally described as:

   (Insert legal description [metes and bounds] here or attach separately.

   hereby request the annexation of described property into the City of Tomball. Included with this request for annexation are all pertinent property Harris County Appraisal District Account Numbers:

   _____

   _____

   (Obtainable through the County Clerk's Office)

2. The described property is contiguous to the City of Tomball's corporate city limits - ✓ Yes ____ No.

3. Attached is proof of ownership of the property by the undersigned - ✓ Yes ____ No.

Pedro Salazar
Full Legal Signature

Pedro Salazar
Name *(print)*

Finas Property Investments, LLC
Company Name *(if applicable)*

12902 Haynes Rd # 1
Mailing Address *(print)*

Houston, Tx 77066
City, State, Zip

281-893-9620
Phone Number

PSAL68@yahoo.com
E-mail Address *(print)*

9-17-19
Date

_____
Full Legal Signature

_____
Name *(print)*

_____
Company Name *(if applicable)*

_____
Mailing Address *(print)*

_____
City, State, Zip

_____
Phone Number

_____
E-mail Address *(print)*

_____
Date

Part B: Annexation Property Evaluation & Anticipated Development Information

(Please print or type.)

1. Agent's Contact Information:

Please list any agents acting on behalf of the annexation property owner that should be notified of information pertaining to this annexation request.

(Attach a list of additional agents, if necessary.) _____

_____

Name: _____

Company Name: _____

Mailing Address: _____
City/State/Zip

Phone Number: _____

E-mail Address: _____

2. Property Addresses:

Please list all property addresses associated with the proposed annexation property.
(Attach a list of additional property addresses, if necessary.)

a. _____
b. _____
c. _____
d. _____
e. _____
f. _____
g. _____
h. _____
i. _____
j. _____
k. _____

3. Nature of Existing Property:

Property Location: NE corner Mahaffey + Huffsmith Kohrville Number of Acres: .85 ac.

Existing Zoning: Ag

Is development in conformance with existing zoning districts?

Yes ✓ No ___ Don't know

Current Assessed Valuation of Land: 120,000
Improvements: 100,000
Total: 220,000

_____ Check if this property does not currently contain any structures, then proceed to #4.

a.) **Residential (existing)**

_____ Check here if there are no residential structures on the property.

No. of Units _____
No. of Lots _____ **or Acres** _____
Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____

b.) **Office and Commercial (existing)**

_____ Check here if there are no office or commercial structures on the property.

Size (Sq. Ft.) 1,200
Structure wood bldg.
Exterior Site Improvements none
Total Site Coverage small portion

c.) **Institutional (existing)**

_____ Check here if there are no institutional structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

d.) **Industrial (existing)**

_____ Check here if there are no industrial structures on the property.

Size (Sq. Ft.) _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

4. Anticipated Development

a.) Platting Status *(Please check the applicable box below)*

_____ **A plat pertaining to this property has been submitted to the Community Development Department for review**

__✓__ A plat pertaining to this property will be submitted to the Community Development Department in the near future

_____ A plat will not be submitted within the next 6 months

b.) Zoning Status - Please note that properties are annexed as Agricultural "AG", unless zoning reclassification is requested by the property owner in conjunction with annexation.

__✓__ If a zoning reclassification is desired in conjunction with the annexation process, please check this box and contact the Community Development Department.

Will zoning changes be required and requested in the future to accommodate anticipated development?
__✓__ Yes If yes, please describe: _____ acres of _____
_____ No

c.) Residential (anticipated)
_____ Check here if no residential structures are anticipated on the proposed property.
No. of Units _____ **Value of Units** _____
No. of Lots or Acres _____ **Total Estimated Value** _____

Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____
Total _____

d.) Office and Commercial (anticipated)
_____ Check here if no office and/or commercial structures are anticipated on the proposed property.
Size (Sq. Ft.) 1,500
Unit Value ($/Sq. Ft.) ~~150,000~~ #80
Total Estimated Value 120,000
Structure _____
Exterior Site Improvements parking lot
_____
Total Site Coverage _____

e.) Institutional (anticipated)
_____ Check here if no institutional structures are anticipated on the proposed property.
Size (Sq. Ft.) _____
Unit Value ($/Sq. Ft.) _____
Total Estimated Value _____
Structure _____
Exterior Site Improvements _____
_____
Total Site Coverage _____

f.) Industrial (anticipated)
_____ Check here if no industrial structures are anticipated on the proposed property.
Size (Sq. Ft.) _____
Unit Value ($/Sq. Ft.) _____
Total Estimated Value _____
Structure _____
Exterior Site Improvements _____
_____
Total Site Coverage _____
Estimated Number of Employees _____

g.) Staging of Anticipated Development (In %)

	Current Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential	___	___	___	___	___	___	___
Office / Commercial	✓	___	___	___	___	___	___
Institutional	___	___	___	___	___	___	___
Industrial	___	___	___	___	___	___	___

EASEMENT

(to Harris County)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT, **Fina's Property Investments, LLC, a Texas limited liability company,** of the County of Harris, State of Texas, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of SEVENTY TWO THOUSAND TWO HUNDRED THIRTY AND NO/100 DOLLARS (**$72,230.00**) to GRANTOR in hand paid, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents GRANT, SELL and CONVEY unto the **County of Harris,** a body corporate and politic under the laws of the State of Texas, an easement for road, road drainage and other related purposes in, along, upon and across the following described property in the County of Harris, State of Texas, more particularly described as follows, to wit:

> **0.1423 acres of land situated in the Jesse Pruett Survey, Abstract 629, Harris County, Texas, said 0.1423 acres of land more or less being more particularly described in Exhibit "A" attached hereto and made a part hereof.**

The easement hereby granted shall be for the purpose of roads, road drainage, and such other purposes and objects as Grantee shall lawfully be authorized to perform, or engage in, and shall include, by way of description only and not by way of limitation, the right: 1) to construct, operate and maintain roads and related appurtenances on, over, below, along, and across the

Easement Area; 2) to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, vegetation, buildings, improvements and/or other obstructions (whether manmade or natural) therefrom; 3) to excavate, dig and remove any of the land constituting the Easement Area and to dispose of or use, on or off the Easement Area, the dirt, soil, shell, stone, gravel, sand or other overburden, trees, grass, shrubbery, vegetation, and any other material from the Easement Area as Grantee in its sole discretion shall determine without additional compensation being paid to Grantor; 4) to place on the Easement Area dirt, soil, riprap, dredge or spoil material; 5) to install and maintain upon the Easement Area all manner of roads, crossings, bridges, culverts, sidewalks, landscaping, plants, ground cover, terraces and other forms of soil stabilization and erosion abatement, lighting, traffic control signals, and signs, (whether permanent or temporary) and to remove the same; 6) to install and maintain upon the Easement Area various forms of surfacing materials, including by way of description and not by way of limitation, concrete, asphalt, planks, bricks, cinders, rubberized compounds, gravel and other surfacing materials; 7) and to bring and keep upon the Easement Area all machinery, equipment, building materials and personnel reasonably necessary to efficiently prosecute such work.

All matters concerning or relating to the design, operation, maintenance, configuration and the construction of any improvement or related facility permitted under the terms of this easement shall be at the sole discretion of the Grantee.

TO HAVE AND TO HOLD the said easement, unto the County of Harris to be used for said purpose, forever; and GRANTOR does hereby itself, its successors and assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said County of Harris, its successors and

assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

And for the same consideration described above, and upon the same conditions, Grantor does hereby bargain, sell, and convey unto the County of Harris that portion of the metal shed and carport located on the remaining property out of which the above described premises was originally a portion.

Grantor understands and agrees that it will be necessary for the County to enter upon their remaining property out of which the above described property was conveyed for the purpose of removing that portion of the metal shed and carport which is located on such Grantor's remaining property. Grantor hereby authorizes the County, its agents or assigns, to enter upon such remaining property for the purpose of removing such structure and expressly waives all damages or claims that may result to the remaining property of the Grantor as a result of such entry and removal of such structures.

This conveyance is subject to all easements, restrictions and reservations of record in the County Clerk's Official Public Records of Real Property of Harris County, which affect the property herein conveyed, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas.

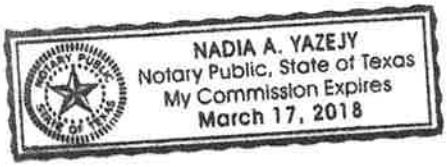
EXECUTED this 16 day of August, 2016.

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on 08/16/, 2016, by **Pedro Salazar, Manager, of Fina's Property Investments, LLC, on behalf of said company.**

Nadia Yazejy
Notary Public signature



Fina's Property Investments, LLC, a Texas limited liability company

By: _____
Pedro Salazar, Manager

ACKNOWLEDGMENT

DESCRIPTION OF
0.1423 ACRES (6,197 SQUARE FEET)
OUT OF THE
JESSE PRUETT SURVEY, A-629
HARRIS COUNTY, TEXAS

Being 0.1423 acre (6,197 square feet) of land located in the Jesse Pruett Survey, Abstract Number 629, Harris County, Texas, more particularly being a portion of that certain called 1.00 acre tract of land conveyed to Fina's Property Investments, LLC, in an instrument of record in File Number 20100242691 of the Official Public Records of Real Property of said Harris County, Texas (H.C.O.P.R.R.P.), said 0.1423 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83);

COMMENCING for reference at a 5/8-inch iron rod with cap stamped "Field Data RPLS 2053" found for the southeasterly corner of said 1.00 acre tract, lying in the northerly right-of-way line of Mahaffey Road (called 60-feet wide);

Thence, South 87° 32' 49" West along the southerly line of said 1.00 acre tract and said northerly right-of-way line, 102.81 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set at the POINT OF BEGINNING of the herein described parcel, having surface coordinates of X = 3,045,697.41, Y = 13,960,405.36;

Thence, South 87° 32' 49" West, along the southerly line of said 1.00 acre tract and said northerly right-of-way line, 36.15 feet to the southwesterly corner of said 1.00 acre tract, being the intersection of said northerly right-of-way line and the easterly right-of-way line of Hufsmith-Kohrville Road (width varies);

Thence, North 01° 51' 52" West, along the westerly line of said 1.00 acre tract and said easterly right-of-way line, 306.57 feet to a 3/4-inch iron rod with cap stamped "Field Data RPLS 2053" found for the northwesterly corner of said 1.00 acre tract and the southwesterly corner of that certain called 1.078 acre tract of land conveyed to Rodolfo De La Garza, et ux, in an

instrument of record in File Number J878418, H.C.O.P.R.R.P., lying in said easterly right-of-way line;

Thence, North 87° 12' 43" East, along the northerly line of said 1.00 acre tract and the southerly line of said 1.078 acre tract, 21.13 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner in said common line;

Thence, South 00° 53' 51" East, 123.66 feet to a point for corner, the beginning of a curve;

Thence, 68.07 feet along the arc of a tangent curve to the left, having a radius of 1,950.00 feet, a central angle of 02° 00' 00", and a chord which bears South 01° 53' 51" East, 68.06 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner;

Thence, South 02° 53' 51" East, 90.48 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner;

Thence, South 10° 20' 26" East, 11.06 feet to a 5/8-inch iron rod with cap stamped "LJA ENG" set for corner;

Thence, South 47° 40' 31" East, 19.26 feet to the POINT OF BEGINNING and containing 0.1423 acre (6,197 square feet) of land.

FIELD SURVEYING WAS COMPLETED JANUARY 27, 2016.

ALL COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2001 ADJUSTMENT. COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 0.99994776.

I, KEITH W. MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE LEGAL DESCRIPTION HEREON AND THE ACCOMPANYING BOUNDARY MAP OF EVEN DATE REPRESENT AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Keith W. Monroe 2-15-2016

KEITH W. MONROE, R.P.L.S. DATE
TEXAS REGISTRATION NO. 4797
LJA ENGINEERING, INC.
2929 BRIARPARK DRIVE – SUITE 600
HOUSTON, TEXAS 77042-3703
PHONE: 713-953-5200

Ms. Cherita Early
HARRIS COUNTY
Right of Way Division
10555 Northwest Freeway, Suite 210
Houston, Texas 77092

Re: Disbursement of Funds Authorization
Tract 10, Hufsmith-Kohrville Road Segment 6

Dear Ms. Early:

I have been informed that *my property located at* **Hufsmith-Kohrville Road Segment 6, *Tr. 10, is*** required for right of way purposes and that a consideration of **$72,230.00** will be paid for purchase of same including all improvements located thereon.

Please be informed you are hereby instructed and directed by the undersigned to pay total consideration as follows:

$_72,230.00_____ *payable to the order of* **Josefina Trevino**

Fina's Property Investments, LLC, a Texas limited liability company

By: _____
Pedro Salazar, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on 07/18/, 2016, by **Pedro Salazar, Manager, of Fina's Property Investments, LLC, on behalf of said company.**

NADIA A. YAZEJY
Notary Public, State of Texas
My Commission Expires
March 17, 2018

_____
Notary Public Signature

GENERAL WARRANTY DEED

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Date: May 18, 2010

Grantor: DAVID OUTTRIM and wife, PATRICIA OUTTRIM

Grantee: FINA'S PROPERTY INVESTMENTS, LLC
12902 Haynes, Suite 1
Houston, TX 77066

Consideration: TEN AND NO/ 100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements, interests in common areas and other hereditaments and appurtenances):

A tract or parcel of land containing approximately 1.00 acres of land being out of and a part of that certain five (5) acre tract of land known as TOMBALL OUTLOT 477 conveyed in Deed recorded in Volume 1933, Page 258 of the Deed Records of Harris County, Texas; Said 1.00 acre tract is further described by metes and bounds description as set forth on Exhibit A, attached hereto.

Reservations From and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to such restrictions, mineral reservations, covenants, conditions, and easements, if any, of record at this time, and to all zoning laws, regulations, and ordinances of municipal and/or government authorities, if any, but only to the extent they are still in effect relating to the hereinabove-described property.

Grantor, for the consideration and subject to the reservations from and exception to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Executed effective this 10th day of June, 2010.

GRANTORS:

David Outtrim

Patricia Outtrim

ACKNOWLEDGEMENTS

The State of Texas §
§
County of Harris §

This instrument was acknowledged before me on this 10th day of June, 2010, by David Outtrim, known to me to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her own free act and deed.

(SEAL)

CATHERINE A. MATHEWS
MY COMMISSION EXPIRES
December 2, 2012

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas §
§
County of Harris §

This instrument was acknowledged before me on this 10th day of June, 2010, by Patricia Outtrim, known to me to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her own free act and deed.

(SEAL)

CATHERINE A. MATHEWS
MY COMMISSION EXPIRES
December 2, 2012

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT A

To That Certain General Warranty Deed
from David and Patricia Outtrim
to Fina's Property Investments, LLC
dated June 10, 2010

A tract or parcel of land containing approximately 1.00 acres of land being out of and a part of that certain five (5) acre tract of land known as TOMBALL OUTLOT 477 conveyed in Deed recorded in Volume 1933, Page 258 of the Deed Records of Harris County, Texas; Said 1.00 acre tract is further described by metes and bounds description as follows, to-wit:

BEING a portion of Tomball Outlot 477 according to the map or plat thereof recorded in Volume 2, Page 65 of the Harris County Map Records, located in the Jesse Pruitt Survey, Abstract 629, Harris County, Texas;

COMMENCING at the original Northwest corner of said Tomball Out 477; said point being the Northwest corner of a ten (10) foot strip of land conveyed to Harris County, Texas, to widen Huffsmith-Kohrville Road;

THENCE South 59 deg. 35 min. 00 sec. East along the North line of said 10 foot strip, a distance of 10.00 feet to a point, said point being the point of intersection of the East right-of-way line of Huffsmith-Kohrville Road as it now exists and the South right-of-way line of a thirty (30) foot public road;

THENCE South 00 deg. 54 min. 30 sec. West along the East right-of-way line of Huffsmith-Kohrville Road as it now exists, a distance of 538.78 feet to a point, said point being the Northwest corner and POINT OF BEGINNING of the herein described 1.00 acre tract of land out of Tomball Outlot 477;

THENCE South 59 deg. 35 min. 00 sec. East a distance of 142.00 feet to a point;

THENCE South 00 deg. 54 min. 30 sec. East a distance of 306.78 feet to a point in the North right-of-way line of Mahaffey Road;

THENCE North 59 deg. 35 min. 00 sec. West along the North right-of-way line of Mahaffey Road; a distance of 142.03 feet to a point, said point being the point of intersection of the North right-of-way line of Mahaffey Road and the East right-of-way line of Huffsmith-Kohrville Road as it now exists; THENCE North 00 deg. 54 min. 30 sec. East along the East right-of-way line of Huffsmith-Kohrville Road as it now exists, a distance of 306.78 feet to the PLACE OF BEGINNING and containing 1.00 acres, more or less.

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

Certificate of Formation
Limited Liability Company

Filed in the Office of the
Secretary of State of Texas
Filing #: 801277440 06/03/2010
Document #: 310428230002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Fina's Property Investments, LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Pedro Salazar

C. The business address of the registered agent and the registered office address is:

Street Address:
12902 Haynes Road, Suite 1 Houston TX 77066

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☑ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Pedro Salazar** Title: **Manager**

Address: **12902 Haynes Road, Suite 1 Houston TX, USA 77066**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Bruce M. Daniel 10130 FM 2920, #100, Tomball, TX 77375

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Bruce M. Daniel

Signature of Organizer

FILING OFFICE COPY

ROBINSON SURVEYING INC.
P. O. BOX 11925
SPRING, TEXAS, 77391

Fieldnotes for a survey of a 0.8684 acre (37,827 square feet) tract of land out of and part of TOMBALL OUTLOT 477, according to the map or plat thereof recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, said 0.8684 acre tract being all of that certain 1.00 acre tract described in deed recorded under Harris County Clerk's File No. 20100242691, save and except a 0.1423 acre tract called Parcel 10 for the widening of Huffsmith-Kohrville Road right-of-way, said 0.8684 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the north right-of-way line of Mahaffey Road, 60 feet wide, marking the southeast corner of said 1.00 acre tract and the herein described tract;

THENCE S 87 deg. 32 min. 49 sec. W, 102.81 feet along the north right-of-way line of said Mahaffey Road and south line of said 1.00 acre tract to a 5/8 inch iron rod found at the most easterly corner of said 0.1423 acre tract, and most southerly corner of the herein described tract;

THENCE N 47 deg. 40 min. 31 sec. W, 19.26 feet along a right-of-way cutback, and east line of said 0.1423 acre tract to a 5/8 inch iron rod found at an angle point of said 0.1423 acre tract, in the east line of said Huffsmith-Kohrville Road (varying width right-of-way), and boundary of the herein described tract;

THENCE N10 deg. 20 min. 26 sec. W, 11.06 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found at an angle point of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road and the boundary of the herein described tract;

THENCE N 02 deg. 53 min. 51 sec. W, 90.48 feet along the east line of said 0.1423 acre tract and east right-of-way line of saidz Huffsmith-Kohrville Road to a 5/8 inch iron rod found at the point of beginning of a curve to the right, having a radius of 1950.00 feet;

THENCE in a northerly direction along said 1950.00 feet radius curve to the right through a central angle of 02 deg. 00 min. 00 sec., an arc distance of 68.07 feet (chord = N 01 deg. 53 min. 51 sec. W, 68.06 feet) to a 5/8 inch iron rod found at a point of tangency;

THENCE N 00 deg. 53 min. 51 sec. W, 123.66 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found in the north line of said 1.00 acre tract, marking the northeast corner of said 0.1423 acre tract and northwest corner of the herein described tract;

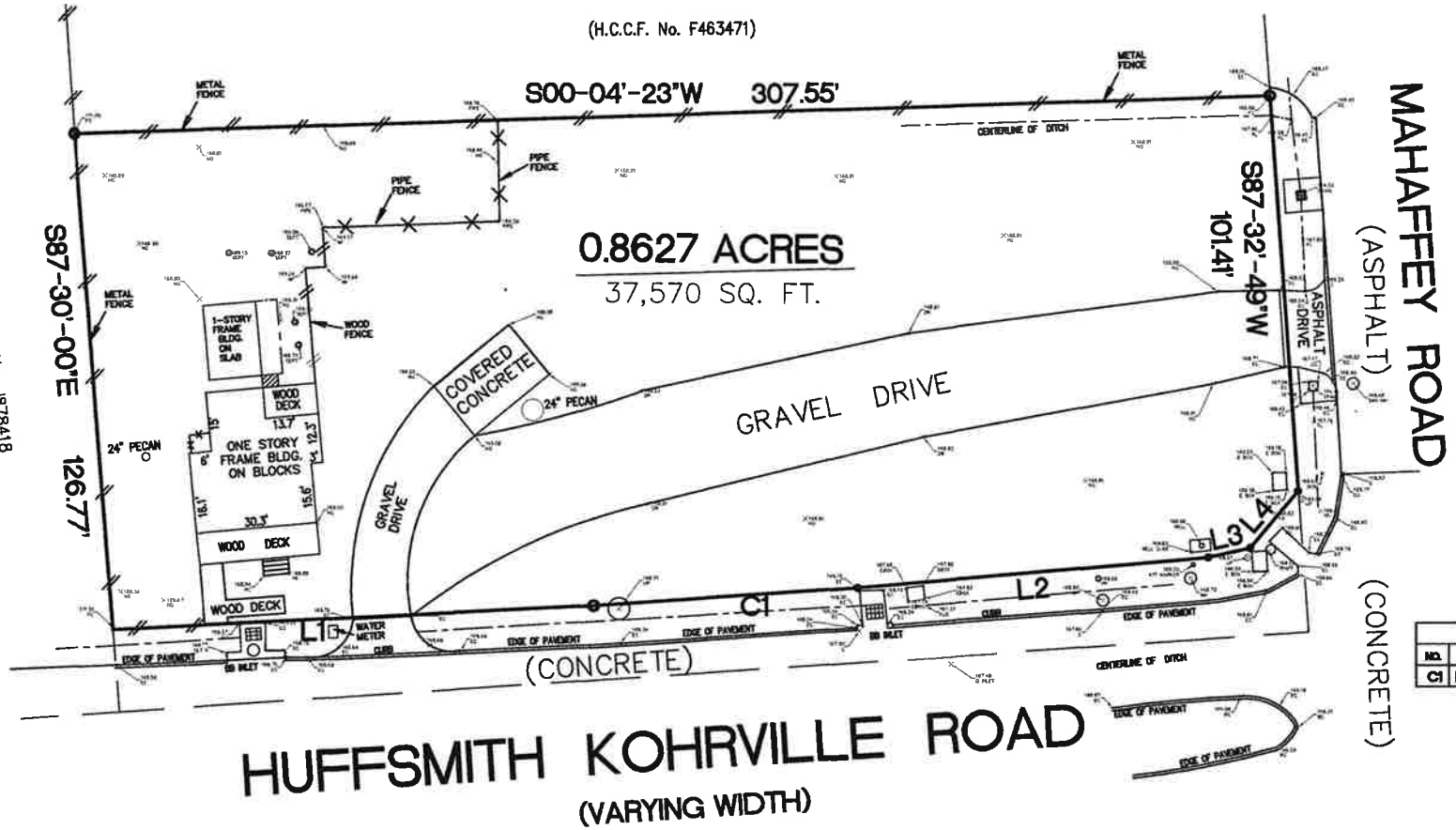
THENCE N 87 deg. 12 min. 43 sec. E, 126.71 feet along the north line of said 1.00 acre tract and the herein described tract to a 5/8 inch iron rod found at the northeast corner of said 1.00 acre tract and the herein described tract;

(continued)

THENCE S 00 deg. 12 min. 48 sec. E, 307.65 feet along the east line of said 1.00 acre tract and the herein described tract to the POINT OF BEGINNING, and containing 0.8684 acre (37,827 square feet) of land.

Thomas G. Robinson
R.P.L.S. No. 1874

PROPERTY ADDRESS:
22526 Mahaffey Road
Tomball, Texas, 77375



NORTH

LINE TABLE		
L1	N00°53'51" W	123.66'
L2	N53°51'00" W	90.48'
L3	N 10°20'26" E	11.06'
L4	S 47°30'41" E	19.26'

CURVE TAPLE				
NO.	RADIUS	ARC LENGTH	DELTA	CHORD BEARING / DIST.
C1	R=1950.00'	L=68.07'	02-00'-00"	S01-53'51"E 68.07'

NOTES:
1. This Topographic survey was based on a survey done by Alignment sheet done by LJA Engineers. Bearings base on State Plane Coordinates.
2. Elevations shown hereon are base on RM #120195, Elev.= 178.27' , NAVD 1988, 2001, ADJ.
3. EBOX = ELECTRICAL BOX
4. EC = EDGE OF CONCRETE
5. NG = NATURAL GROUND
6. BC= BACK OF CURB
7. UP = UTILITY POLE
8. SAN= SANITARY
9. MH = MANHOLE
10. SEP = SEPTIC
11. WF = WOOD FENCE
12. G = GUTTER

TOPOGRAPHIC SURVEY OF A 0.8627 Acre Tract of Land (36,570 SQ. FT.) out of TOMBALL OUTLOT FOUR HUNDRED SEVENTY-SEVEN (477), in the Jesse Pruitt Survey, A-629, Harris County, Texas, as recorded in Volume 2, Page 65, of the Harris County Map Records, Being Part if tbat certain Five acre tract of land recorded in Volume 1933, Page 258, of the Harris County Deed Records.

Scale: 1" =30'

STATE OF TEXAS
REGISTERED
THOMAS G. ROBINSON
1874
PROFESSIONAL
LAND SURVEYOR

I, Thomas G. Robinson, certify that this survey was performed under my supervision on May 28, 2019; that there were no encroachments except as shown; that this survey conforms to T.S.P.S. Standards for a Category 1a, Condition III Survey; and that subject property is NOT in the 100 Year Flood Plain, and isin Zone "X" on F.I.R.M. Map # 48201C 0230 L dated June 18, 2007. This certifies only to easements and building lines shown on the recorded subdivision plat .

Thomas G. Robinson

THOMAS G. ROBINSON, R.P.L.S. #1874

pedro mahaffey 2

© 2018 All Rights Reserved

PROPOSED SITE PLAN

SCALE: 1" = 100'-0"

DATE: 09/09/2019

SITE PLAN

SHEET No.

SP2.0

P.E.M.Enterprises, Inc.
12902 HAYNES RD.
HOUSTON, TX. 77066

A PROJECT LOCATED AT
22526 HUFFSMITH KOHRVILLE ROAD
TOMBALL, TX. 77375

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Approve Resolution No. 2019-39, a Resolution of the City of Tomball, Texas, Amending the Municipal Court Fees and the Garbage and Trash Collection/Disposal Service Rates in the Master Fee Schedule for Fiscal Year 2019-2020

Background:
Resolution No. 2019-39, amending the Municipal Court Fees and the Garbage and Trash Collection/Disposal Service Rates in the Master Fee Schedule for 2019-2020, is presented for Council consideration and approval.

The revised fees are reflected in Exhibit "A" and must be authorized by Council via Resolution prior to inclusion in the Master Fee Schedule for Fiscal Year 2019-2020.

Due to the numerous legislative changes made by the 2019 Texas Legislative Session, requiring additional time to calculate the changes in the state-mandated fee structure, City Staff is now presenting amendments to the Municipal Court fees. We are also presenting an amendment to the Garbage and Trash Collection/Disposal Service Rates for additional carts for residential service as a result of the recently approved sanitation contract with Waste Management.

Upon approval of the fees presented tonight, a revised copy of the Master Fee Schedule will be posted on the City's website.

Origination:
City Staff

Recommendation:
Staff recommends approving the changes proposed to the 2019-2020 Master Fee Schedule.

Party(ies) responsible for placing this item on agenda:
Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-39 including Exhibit A

RESOLUTION NO. 2019-39

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, AMENDING THE MUNICIPAL COURT FEES AND THE GARBAGE AND TRASH COLLECTION/DISPOSAL SERVICE RATES IN THE MASTER FEE SCHEDULE FOR FISCAL YEAR 2019-2020

* * * * * * * * *

WHEREAS, on September 16, 2019, the Tomball City Council adopted a Master Fee Schedule for Fiscal Year 2019-2020 to provide easier access for Tomball residents and commercial interests; and

WHEREAS, the Tomball City Council finds it advisable and necessary to amend the Municipal Court Fees to meet State legislative requirements and to amend the Garbage and Trash Collection/Disposal Service Rates to include replacement charges for carts; **NOW, THEREFORE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The City Council finds that the facts and matters set forth in the preamble of this Ordinance are true and correct.

Section 2. Pages 33 through 42 and Page 58 of the Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2019-2020 are hereby amended, copies of which are attached hereto as Exhibit "A" and incorporated into the Master Fee Schedule.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND RESOLVED this 7th day of October 2019.

_____
Gretchen Fagan
Mayor

ATTEST:

_____
Doris Speer
City Secretary

Exhibit “A”

MUNICIPAL COURT BUILDING SECURITY FUND (CHAPTER 28)

$3.00 against all defendants convicted in a trial of a misdemeanor offense by the municipal court.

MUNICIPAL COURT TECHNOLOGY FUND (CHAPTER 28)

$4.00 against all defendants convicted in a trial of a misdemeanor offense by the municipal court.

MUNICIPAL COURT JUVENILE CASE MANAGER FUND (CHAPTER 28)

$5.00 against all defendants upon conviction for a fine-only misdemeanor offense by the municipal court.

The municipal court judge is authorized to waive the fee in case of financial hardship.

MUNICIPAL COURT FINES/FEES

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as followed:

Class C violations are punishable by a maximum fine of $500, except that zoning, fire safety, and health violations may have fines of up to $2000 per offense.

Most traffic related state offenses have a maximum fine of $200. There are many exceptions:

ex. Failure to Maintain Financial Responsibility (no insurance) -- $175 to $350 fine for first offense

ex. Failure to comply with warning sign in construction or maintenance zone (when workers are present)

Tex Transp Code § 472.022(d)-- $2 to $400 fine:

ex. -- Failure to yield the right of way to another vehicle that a crash resulted from that failure to yield, and a person other than the operator suffered bodily injury as a result, the offense is punishable by a fine of $500 to $2,000. Texas Transportation Code § 542.4045. If a person other than the operator suffered serious bodily injury, the offense is punishable by a fine of $1,000 to $4,000.

Prior Convictions may also enhance the penalty and require a higher fine. Contact the court for more information on fines.

OFFENSE SPEEDING			
OVER	FINE AMOUNT	COURT COSTS	SEPT 12019 FINES/FEE
1-15	$80.90	$124.10	$205.00
16	$83.90	$124.10	$208.00
17	$86.90	$124.10	$211.00
18	$89.90	$124.10	$214.00
19	$92.90	$124.10	$217.00
20	$95.90	$124.10	$220.00
21	$98.90	$124.10	$223.00
22	$101.90	$124.10	$226.00
23	$104.90	$124.10	$229.00
24	$107.90	$124.10	$232.00
25	$110.90	$124.10	$235.00
26	$113.90	$124.10	$238.00
27	$116.90	$124.10	$241.00
28	$119.90	$124.10	$244.00
29	$122.90	$124.10	$247.00
30	$125.90	$124.10	$250.00
31	$128.90	$124.10	$253.00
32	$131.90	$124.10	$256.00
33	$134.90	$124.10	$259.00
34	$137.90	$124.10	$262.00
35	$104.90	$124.10	$229.00
36	$143.90	$124.10	$268.00
37	$146.90	$124.10	$271.00
38	$149.90	$124.10	$274.00
39	$152.90	$124.10	$277.00
40	$155.90	$124.10	$280.00
41	$158.90	$124.10	$283.00
42	$161.90	$124.10	$286.00
43	$164.90	$124.10	$289.00
44	$167.90	$124.10	$292.00
45	$170.90	$124.10	$295.00
46	$173.90	$124.10	$298.00
47	$176.90	$124.10	$301.00
48	$179.90	$124.10	$304.00
49	$182.90	$124.10	$307.00
50	$185.90	$124.10	$310.00
51	$188.90	$124.10	$313.00
52	$191.90	$124.10	$316.00
53	$194.90	$124.10	$319.00

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred.

MUNICIPAL COURT FINES/FEES

** ALL FINES DOUBLE IF VIOLATION IS IN A CONSTRUCTION ZONE WITH WORKERS PRESENT

SPEEDING IN A CONSTRUCTION ZONE WORKERS PRESENT

FINES DOUBLE

OVER	FINES DOUBLED	SEPT 1 2019 CZ COURT COST/FINE
1-15	$161.80	$285.90
16	$167.80	$291.90
17	$173.80	$297.90
18	$179.80	$303.90
19	$185.80	$309.90
20	$191.80	$315.90
21	$197.80	$321.90
22	$203.80	$327.90
23	$209.80	$333.90
24	$215.80	$339.90
25	$221.80	$345.90
26	$227.80	$351.90
27	$233.80	$357.90
28	$239.80	$363.90
29	$245.80	$369.90
30	$251.80	$375.90
31	$257.80	$381.90
32	$263.80	$387.90
33	$269.80	$393.90
34	$275.80	$399.90
35	$209.80	$333.90
36	$287.80	$411.90
37	$293.80	$417.90
38	$299.80	$423.90
39	$305.80	$429.90
40	$311.80	$435.90
41	$317.80	$441.90
42	$323.80	$447.90
43	$329.80	$453.90
44	$335.80	$459.90
45	$341.80	$465.90
46	$347.80	$471.90
47	$353.80	$477.90
48	$359.80	$483.90
49	$365.80	$489.90
50	$371.80	$495.90
51	$377.80	$501.90

MUNICIPAL COURT FINES/FEES

SPEEDING IN A SCHOOL ZONE

OVER	FINE AMOUNT	COURT COSTS	FEE EFFECTIVE 9/1/19
			TOTAL
1MILE-15MILES	$80.90	**$149.10**	$230.00
16	$83.90	**$149.10**	$233.00
17	$86.90	**$149.10**	$236.00
18	$89.90	**$149.10**	$239.00
19	$92.90	**$149.10**	$242.00
20	$95.90	**$149.10**	$245.00
21	$98.90	**$149.10**	$248.00
22	$101.90	**$149.10**	$251.00
23	$104.90	**$149.10**	$254.00
24	$107.90	**$149.10**	$257.00
25	$110.90	**$149.10**	$260.00
26	$113.90	**$149.10**	$263.00
27	$116.90	**$149.10**	$266.00
28	$119.90	**$149.10**	$269.00
29	$122.90	**$149.10**	$272.00
30	$125.90	**$149.10**	$275.00
31	$128.90	**$149.10**	$278.00
32	$131.90	**$149.10**	$281.00
33	$134.90	**$149.10**	$284.00
34	$137.90	**$149.10**	$287.00
35	$140.90	**$149.10**	$290.00
36	$143.90	**$149.10**	$293.00
37	$146.90	**$149.10**	$296.00
38	$149.90	**$149.10**	$299.00
39	$152.90	**$149.10**	$302.00
40	$155.90	**$149.10**	$305.00
41	$158.90	**$149.10**	$308.00
42	$161.90	**$149.10**	$311.00
43	$164.90	**$149.10**	$314.00
44	$167.90	**$149.10**	$317.00
45	$170.90	**$149.10**	$320.00
46	$173.90	**$149.10**	$323.00
47	$176.90	**$149.10**	$326.00

COLLECTION FEE FOR MUNICIPAL COURT

NOTICE: Effective November 2, 2004, courts instituted a 30 percent collection fee on delinquent cases that are referred to a collection agency.

Charge of additional 30% Collection Fee on Delinquent Cases: The State Legislature passed a bill authorizing the assessment of a 30% collection fee to any case in which a defendant had either failed to pay or failed to appear on or before their court date on all violations processed by the court; traffic, non-traffic and parking cases. All cases are referred to a delinquent collections agency when they have been delinquent for more than 60 days.

MUNICIPAL COURT FINES/FEES

TIME PAYMENT FEE

Defendants who are set up on a payment plan will be assessed a one-time time payment fee $25 on or after 31st day following a judgement per offense still open on the payment plan. This fee is a state fee and cannot be waived.

MUNICIPAL COURT FINES/FEES

Tomball Municipal Court Fines – by Code Number

Offense Code	Offense Code Type	Offense Description	FINE	COURT COST	TOTAL	State Code	Statute/Ordinance
5	O	ARTICLE VI EROSION &SEDIMENT CONTROL SEC 18-259(D)	$2,000.00	$0.00	$2,000.00		ARTICLE VI EROSION &SEDIMENT C
19	O	SEC 34-11 CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGN	$2,000.00	$71.00	$2,071.00		CO CHAPTER 34 SIGNS SEC34-11
20	O	VIOLATION OF SEC. 50-36	$2,000.00	$71.00	$2,071.00		CO SEC 50-36
21	O	VIOLATION OF SEC. 50-76	$2,000.00	$71.00	$2,071.00		CO SEC 50-76
22	O	VIOLATION OF SEC 50-82	$2,000.00	$71.00	$2,071.00		CO SEC 50-82
23	O	VIOLATION OF SEC. 50-112	$2,000.00	$71.00	$2,071.00		
24	O	VIOLATION OF SEC 50-113	$2,000.00	$71.00	$2,071.00		
25	O	VIOLATION OF SEC 50-115	$2,000.00	$71.00	$2,071.00		CO SEC 50-115
26	O	VIOLATION OF SECTION 38-160	$2,000.00	$0.00	$2,000.00		SEC. 38-160
27	O	VIOLATION OF SECTION 46-21	$2,000.00	$0.00	$2,000.00		CITY ODINANCE 46-21
28	O	VIOLATION SEC 20-28 IFC(SEC 308.1.4)OPIN FLAME COOKING DEVICES	$2,000.00	$71.00	$2,071.00		CO SEC 20-28(SEC 308.1.4)
1	R	REDLIGHT CODE ENFORCEMENT	$0.00	$0.00	$0.00		
9	P	HANDICAP PARKING VIOLATION	$441.00	$59.00	$500.00		TC 681.011
10	O	CITY ORDINANCE - VIOLATE CITY ORDINANCE NUISANCE	$200.00	$71.00	$271.00		
11	O	CITY ORDINANCE - BURNING WITHOUT PERMIT	$200.00	$71.00	$271.00		
12	O	CITY ORDINANCE - BURNING, DELIBERATE OR NEGLIGENT	$200.00	$71.00	$271.00		INTL. FIRE CODE 305.4
14	O	CITY ORDINANCE - NOISE	$200.00	$71.00	$271.00		30-183
15	O	CITY ORDINANCE - NO TAXI DRIVER PERMIT	$200.00	$71.00	$271.00		ORD. CH 86 SEC 86-42
16	O	CITY ORDINANCE - INSTALL FIRE-EXTINGUISHING SYSTEM W/O PERMIT	$200.00	$71.00	$271.00	IFC	FIRE C. 105.7.1; 109.1; 109.3
17	O	CITY ORDINANCE-ELECTRICAL-WORK W/OPERMIT	$200.00	$71.00	$271.00		CO 2000-30,P&I, SEC.14-245
18	O	CO-USE OF CERTAIN WIRELESS COMMUNICATION DEVICE WHILE DRIVING PROHIBITED	$200.00	$71.00	$271.00		ORDINANCE NO. 2010-25
249	T	OBSCURRED LICENSE PLATES	$76.00	$71.00	$147.00		TC 504.945 (B)
251	T	PARK IN MAIN TRAVELED WAY	$120.00	$124.00	$244.00		T.C 545.059
271	T	NO VALID CLASS B DRIVERS LICENSE	$88.00	$71.00	$159.00		
272	T	NO VALID CLASS A DRIVERS LICENSE	$88.00	$71.00	$159.00		T.C. 521
273	T	NO VALID INSPECTION STICKER	$76.00	$71.00	$147.00		T.C.548.258
275	T	NO VALID CLASS M DRIVERS LICENSE	$88.00	$71.00	$159.00		T.C. 521.224
285	T	IMPROPER START FROM STOP/PARKED POSITION	$119.90	$124.00	$243.90	3024	T.C. 545.402
289	T	EXPIRED DEALER PAPER PLATES	$76.00	$71.00	$147.00	3655	T.C. 503.094
318	T	ILLEGAL RIGHT TURN FROM INSIDE LEFT LANE	$119.90	$124.00	$243.90	3012	T.C. 545.101(a)
319	T	FAIL TO YIELD R-O-W R.R. CROSSING	$119.90	$124.00	$243.90	3585	T.C. 545.056
327	T	FAIL TO YIELD R-O-W FROM PARKED POSITIO	$119.90	$124.00	$243.90		
340	T	STRAIGHT FROM TURN ONLY LANE	$70.00	$124.00	$194.00		
342	S	SOLICITATION BY PEDESTRIANS 552.007 (A)	$300.00	$0.00	$300.00		
345	T	U-TURN NOT IN SAFETY	$70.00	$124.00	$194.00		
367	T	NO PARKING LIGHTS WHEN NEEDED	$33.00	$71.00	$104.00		547.383
373	T	DRIVING LEFT OF CENTER	$70.00	$124.00	$194.00		
374	T	DRIVING LEFT OF DOUBLE YELLOW STRIPE	$70.00	$124.10	$194.10		
428	T	NO THRU TRUCKS OVER 2 AXLES	$70.00	$124.00	$194.00		
444	T	DISPLAY ALTERNATING LIGHTS TO REAR	$33.00	$71.00	$104.00		
445	T	UNAPPROVED LIGHTING EQUIPMENT	$33.00	$71.00	$104.00		
448	T	IMPROPER TREAD DEPTH	$33.00	$71.00	$104.00		TC 727.003
451	T	NO HEADLIGHTS	$70.00	$124.00	$194.00		
452	T	NO BRAKE LIGHTS	$33.00	$71.00	$104.00		
454	T	NO TOW LIGHTS ON TOWED VEHICLE	$30.00	$124.00	$154.00		
455	T	NO REAR VIEW MIRROR	$33.00	$71.00	$104.00		547.602
460	T	HUBCAPS OVER EXTENDED TO LEFT 8" SPIKED	$33.00	$71.00	$104.00		
462	T	FAIL TO SET PARK BRAKE	$33.00	$71.00	$104.00		
473	T	PASSING WITHIN INTERSECTION	$70.00	$124.00	$194.00		
474	T	PASSING ON UNIMPROVED SHOULDER OF ROAD	$70.00	$124.00	$194.00		
475	T	PASS WITH INSUFFICIENT CLEARANCE	$70.00	$124.00	$194.00		
477	T	PASSING ON RIGHT NOT IN SAFETY	$70.90	$124.10	$195.00	3022	
479	T	PASSING SCHOOL BUS UNLOADING	$500.00	$124.00	$624.00		
480	T	PASSING SCHOOL BUS-LOADING	$500.00	$124.00	$624.00		
482	T	PASS WITHIN 100 FT. OF INTERSECTION	$70.00	$124.00	$194.00		
483	T	PASS WITHIN 100 FT. OF RAILROAD CROSSING	$70.00	$124.00	$194.00		
489	T	STOPPED WITHIN INTERSECTION	$70.00	$124.00	$194.00		
503	T	FAIL TO SIGNAL STOP	$70.00	$124.00	$194.00		
505	T	BACKING NOT IN SAFETY	$120.00	$124.00	$244.00		
510	T	UNATTENDED VEHICLE	$70.00	$124.00	$194.00		
511	T	LEAVING CHILD UNATTENDED IN VEHICLE	$235.00	$71.00	$306.00		PC 22.10
517	T	BLOCK MOVING LANE OF TRAFFIC	$70.90	$124.10	$195.00	3320	
525	P	ILLEGALLY PARKED-PROHIBITED BY SIGNS	$15.00	$59.00	$74.00		TC 545.302(a)(9)
529	P	PARKED IN BUS. OR RES. DISTRICT 545.301	$18.00		#VALUE!		TC 545.301
532	O	CITY ORDINANCE - ILLEGAL PARKING OVER 24 HOURS	$15.00	$59.00	$74.00		ORD. SEC. 78-147
534	O	CITY ORDINANCE - HITCHIKING-SOLICITATION BY PEDESTRIANS	$70.00	$124.00	$194.00		SEC. 552.007
535	S	WALKING IN ROADWAY	$70.00	$124.00	$194.00		
536	T	OPEN DOOR INTO LANE OF TRAFFIC	$33.00	$71.00	$104.00		TC 545.418
537	T	TAMPER WITH BARRICADES	$53.00	$71.00	$124.00		
548	T	FAIL TO REPORT ACCIDENT-PEDESTRIAN	$70.00	$124.00	$194.00		
549	T	FAIL TO USE DUE-CARE HIT PEDESTRIAN	$70.00	$124.00	$194.00		TC 552.008
550	T	FAIL TO REPORT ACCIDENT TO POLICE DEPT.	$50.00	$124.00	$174.00		
560	T	FAIL TO STOP AND RENDER AID	$200.00	$71.00	$271.00		
563	T	FAIL TO STOP AND GIVE INFO-OBJECT TRAFFIC AREA	$73.00	$71.00	$144.00		
591	T	CUT ACROSS PARKING LOT	$70.00	$124.00	$194.00		
595	T	PASSING ON SHOULDER OF ROAD	$70.00	$124.00	$194.00		
596	T	DRIVING ON SHOULDER OF ROADWAY	$119.90	$124.10	$244.00		TC 545.058
600	T	FAIL TO COVER LOAD	$33.00	$71.00	$104.00		
603	O	CITY ORDINANCE - TRASH DISPOSAL	$200.00	$71.00	$271.00		CHAPT.23 ART V SEC. 23-79
604	T	FAIL TO PROPERLY SECURE TRAILER	$43.00	$71.00	$114.00		
605	T	FAIL TO SECURE VEHICLE	$43.00	$71.00	$114.00		545.404
606	T	FAIL TO SECURE LOAD	$33.00	$71.00	$104.00		
641	T	NO SAFETY CHAIN TRAILER	$30.00	$124.00	$154.00		545.41
695	T	BICYCLE NOT EQUIPPED WITH LIGHTS	$34.00	$71.00	$105.00		551.104
696	T	BICYCLE FAIL TO YIELD ROW LEFT	$33.00	$71.00	$104.00		
700	O	CITY ORDINANCE - UNLEASHED DOG/CAT RUNNING AT LARGE	$33.00	$71.00	$104.00		
701	O	NO SIGN PERMIT	$200.00	$71.00	$271.00		ART 60-5 SIGN PERMITS AND FEES
702	O	CITY ORDINANCE - VIOLATION OF SEC 18-166	$2,000.00	$71.00	$2,071.00		CO SEC 18-166
704	O	CITY ORDINANCE - NUISANCE-ODORS	$200.00	$71.00	$271.00		30-156(3) 30-157 (6)
705	T	OBSTRUCTING FIRE HYDRANT	$200.00	$71.00	$271.00	3569	
706	O	CITY ORDINANCE - NUISANCE-ALL TYPES NOISES	$200.00	$71.00	$271.00		30-157 (5)
707	O	CITY ORDINANCE - DOG/CAT/VACCINATION AND LICENSING	$33.00	$71.00	$104.00		
708	O	CITY ORDINANCE - PLUMBING & GAS ORDNANCE	$200.00	$71.00	$271.00		ART.VI SEC.14-390 14-405
710	O	CITY ORDINANCE - PROHIBITED SIGNS	$200.00	$71.00	$271.00		
711	O	CITY ORDIANCE-PROHIBITED SMOKING PRODUCTS/PARAPHERNALIA	$200.00	$71.00	$271.00		HS CHAPTER 42 ARTICLE VI
712	O	CITY ORDINANCE - WASTE MATERIAL CONTAINERS COLLECTION	$200.00	$71.00	$271.00		CHP.23 ART.V SEC 23-79

MUNICIPAL COURT FINES/FEES

Tomball Municipal Court Fines – by Code Number

713	O	CITY ORDINANCE - DRIVEWAY ORDINANCE SEC.14-4 E	$200.00	$71.00	$271.00		CITY ORDINANCE SEC. 14-4 E
715	O	CITY ORDINANCE - NUISANCES-NOISE	$200.00	$71.00	$271.00		SEC.30-156, 30-157
718	S	PAINT SPRAY BOOTH IFC 1504.1	$200.00	$71.00	$271.00	1504.1	IFC 1504.1
719	O	CITY ORDINANCE - PROHIBITED USE OF WIRELESS COMM DEVICE WHILE DRIVING	$70.00	$124.00	$194.00		2010-25
721	O	NO STOPPING/STANDING/PK IN ROADWAY	$200.00	$71.00	$271.00		CO #78-135
722	O	SECTION 18-164 NUISANCE	$2,000.00	$71.00	$2,071.00		CO SECTION 18-164
725	S	NUISANCE-RUBBISH, STRUCTURES, ETC.	$200.00	$71.00	$271.00		
726	O	CITY ORDINANCE - LIVESTOCK IN RESIDENTIAL AREA	$200.00	$71.00	$271.00		CITY ORDINANCE 10-98
730	O	CITY ORDINANCE - DRIVE-WAYS SEC.14-4(D)(I)	$200.00	$0.00	$200.00		
731	S	TRAIN OBSTRUCTING CROSSING	$53.00	$71.00	$124.00		
742	O	CITY ORDINANCE-ALARM SYSTEM INSTALLATION W/O PERMIT	$436.00	$71.00	$507.00		IFC SEC 109.3
746	S	MINOR - TOB/CIG PROD/POSS/PUR/CONSUME	$200.00	$71.00	$271.00		HS SEC 161.252
750	O	CITY ORDINANCE - DIGGING OUT	$70.00	$124.00	$194.00		78-64
751	O	CITY ORDINANCE - HORN, VEHICLE SOUNDING OF	$200.00	$71.00	$271.00		SEC.30-186 91.01
753	O	CITY ORDINANCE - FAIL TO HAVE CURRENT REG. FOR ANIMALS	$33.00	$71.00	$104.00		
754	O	CITY ORDINANCE - ANIMAL QUARANTINE	$33.00	$71.00	$104.00		
755	O	CITY ORDINANCE - FIRE CODE LOCKED EXITS	$200.00	$71.00	$271.00		FIRE CODE 1003.3.1.8 LOCKS/LAT
756	O	CITY ORDINANCE - DISCHARGE WASTE IN PUBLIC SEWER	$200.00	$71.00	$271.00		SEC. 82-82 CITY CODE
757	O	CITY ORDINANCE - TIRE STORAGE AND MOSQUITO CONTROL	$260.00	$71.00	$331.00		SEC. 42-1 CITY ORDINANCE
758	O	CITY ORDINANCE - NOISY VEHICLES	$200.00	$71.00	$271.00		
759	O	CITY ORDINANCE - ILLEGAL DUMPING	$2,000.00		#VALUE!		ORD.CHAPTER 62, SEC. 62-5
760	O	CITY ORDINANCE - JUNK VEHICLE PARTS	$200.00	$71.00	$271.00		SEC. 8-20
761	O	CITY ORDINANCE - JUNK VEHICLE	$200.00	$71.00	$271.00		SEC 8-20
762	O	CITY ORDINANCE - OBSTRUCTION SIDEWALK/EASEMENT/STREET	$500.00	$71.00	$571.00		SEC.66-3
763	O	CITY ORDINANCE - WATER-EMERGENCY RATIONING	$200.00	$71.00	$271.00		
765	O	CITY ORDINANCE - FIREWORKS	$200.00	$71.00	$271.00		ART. 1 SEC. 50-2
766	O	CITY ORDINANCE - COLLECTION BY CITY ONLY	$500.00	$71.00	$571.00		SEC. 62-72
767	O	CITY ORDINANCE - CERTIFICATE OF OCCUPANCY	$200.00	$71.00	$271.00		CITY ORD. SEC. 110.0
769	S	STORAGE/USE HAZARDOUS MATERIALS	$200.00	$71.00	$271.00		FIRE CODE SEC. 2703.1.4
770	S	OCCUPANCY PROHIB BEFORE APPROVAL	$200.00	$71.00	$271.00	105.3	INTL.FIRE CODE 105.3.3
771	S	COMBUSTIBLE WASTE DUMPSTER PERMIT	$500.00	$71.00	$571.00	304.3	INTL. FIRE CODE
772	O	C/C MAINT SPRINKLER SYSTEM	$1,000.00		#VALUE!		903.5 CITY CODE
773	O	C/C MAINT FIRE ALARM SYSTEM	$200.00	$71.00	$271.00		907.20 CITY ORDINANCE
775	O	CITY ORDINANCE - NO DEVELOPMENT PERMIT	$200.00	$71.00	$271.00		SEC. 38-28. PERMIT PROCEDURES
776	O	CITY ORDINANCE - SOLICITING WITH NO PERMIT	$300.00	$0.00	$300.00		
777	S	ACCESS TO ELECTRICAL PANELS	$200.00	$71.00	$271.00	Y	
778	S	EXIT SIGN MUST BE LIGHTED	$200.00	$71.00	$271.00		
779	O	CITY ORDINANCE - DRIVEWAY SURFACE	$200.00	$71.00	$271.00		CITY CODE 14-437
780	O	CITY ORDINANCE - VIOLATION SEC 36-27	$2,000.00	$71.00	$2,071.00		CITY ORDINANCE SEC. 36-27
781	O	CITY ORDINANCE - DISCHARGE WASTEWATER	$200.00	$71.00	$271.00		CITY CODE CHAP.82 SEC. 82-90
789	O	CITY ORDINANCE - UNLICENSED WRECKER	$200.00	$71.00	$271.00		86-176 CITY ORDINANCE
790	O	CITY ORDINANCE - UNLICENSED WRECKER DRVER	$200.00	$71.00	$271.00		SEC.86-191 CITY ORDINANCE
791	O	C.O-ABANDONMENT OF NONCOFORMING USES AND STRUCTURES& CESSATION OF USE OF	$200.00	$71.00	$271.00		
792	O	CITY ORDINANCE- NO BUILDING PERMIT	$200.00	$71.00	$271.00		C.O 2005-13, 2003 IBC SEC105.1
793	O	CITY ORDINANCE- ATTENTION GETTING DEVICE	$200.00	$71.00	$271.00		CITY ORD. 2012-22, SEC 60-12
803	S	FURNISH ALCOHOL TO MINOR	$200.00	$71.00	$271.00		ABC 106.06
804	O	CITY ORDINANCE - DISCHG FIREARM IN CITY LIMITS	$200.00	$71.00	$271.00		53.03 (C)
812	S	D.O.C. PUBLIC EXPOSURE	$235.00	$71.00	$306.00		PC 42.01a(10)
815	S	ASSAULT BY THREAT	$235.00	$71.00	$306.00		PC 22.01(a)(2)
816	S	ASSAULT BY PHYSICAL CONTACT	$235.00	$71.00	$306.00		PC 22.01(a)(3)
830	S	SALE OF ALCOHOL TO CERTAIN PERSONS	$200.00	$71.00	$271.00		
832	S	POSSESS INTOXICANTS ON SCHOOL PROPERTY	$200.00	$71.00	$271.00	37.122	
847	S	THEFT OF SERVICE	$235.00	$71.00	$306.00		PENAL CODE 31.04
855	S	LITTERING	$200.00	$71.00	$271.00		HSC 365.012
863	S	CONSUME ALCOHOL DURING PROHIBITED HOURS	$200.00	$71.00	$271.00		
864	S	CONTEMPT FOR DISOBEYING COURT ORDER	$0.00	$71.00	$71.00		SEC 21.001 & SEC21.002 (C)GC
865	S	CONTEMPT OF COURT	$200.00	$71.00	$271.00		
867	O	CITY ORDINANCE - CURFEW-NIGHTTIME	$113.00	$71.00	$184.00		
868	O	CITY ORDINANCE - CURFEW-DAYTIME	$113.00	$71.00	$184.00		
869	S	FAIL TO ATTEND SCHOOL	$111.00	$124.00	$235.00		SEC.25-094 ED. CODE
871	S	ELECTRICAL HAZARDS	$200.00	$71.00	$271.00		FIRE PREVENTION CODE 701
872	S	EXIT SIGNS FIRE CODE	$200.00	$71.00	$271.00		STANDARD FIRE CODE 807.2
873	S	DISRUPTION OF TRANSPORTATION	$200.00	$71.00	$271.00		E.C. SEC 37.126 (A)
874	S	DISRUPTION OF CLASSES	$200.00	$71.00	$271.00		E.C. 37.124 (A)
875	S	CRIMINAL TRESPASS	$235.00	$71.00	$306.00		PENAL CODE SEC. 30.05
876	S	TRESPASS -SCHOOL GROUNDS	$200.00	$71.00	$271.00		E.C. 37.105, .107
878	S	DISRUPTION OF SCHOOL ACTIVITIES	$200.00	$71.00	$271.00		SEC. 37-123 EC
1000	S	CRIMINAL MISCHIEF/CLASS C	$235.00	$71.00	$306.00	4200	PENAL CODE 28.03(1)(A)
1002	S	TAMPERING W/ A GOVT RECORD(SCHOOL ENROLLMENT)	$500.00	$71.00	$571.00		PC 37.10(c)(3)
1010	S	RECKLESS DAMAGE OR DESTRUCTION	$235.00	$71.00	$306.00		PENAL CODE 28.04
1020	S	THEFT	$235.00	$71.00	$306.00	4200	PENAL CODE 31.03(e)(1)(A)
1105	T	USE WIRELESS COMMUNICATION DEVICE IN SCHOOL ZONE	$199.90	$149.10	$349.00		545.425(b)
1130	S	FAILURE TO IDENTIFY	$235.00	$71.00	$306.00		PENAL CODE 38.02 (c
1170	S	D.O.C. OBSCENE LANGUAGE	$235.00	$71.00	$306.00		PENAL CODE 42.01 a(1)
1171	S	D.O.C. OFFENSIVE GESTURE/DISPLAY	$235.00	$71.00	$306.00		PENAL CODE 42.01 a (2)
1172	S	D.O.C. NOXIOUS/UNREASONABLE ODOR (CHEMICAL)	$235.00	$71.00	$306.00		PENAL CODE 42.01 a(3)
1173	S	D.O.C. ABUSE OR THREATEN (OFFENSIVE MANNER)	$200.00	$71.00	$271.00		PENAL CODE 42.01 (4)
1174	S	D.O.C. UNREASONABLE NOISE	$235.00	$71.00	$306.00		PENAL CODE 42.01 a (5)
1175	S	D.O.C. FIGHTING WITH ANOTHER	$200.00	$71.00	$271.00		PENAL CODE 42.01 (6)
1176	S	D.O.C. WINDOW PEEPING-DWELLING	$235.00	$71.00	$306.00		PENAL CODE 42.01 a(11)(A)
1177	S	D.O.C. WINDOW PEEPING/HOTEL OR MOTEL	$235.00	$71.00	$306.00		PENAL CODE 42.01 a(11)(B)
1178	S	D.O.C. DISCHARGES FIREARM/PUBLIC ROADWAY	$235.00	$71.00	$306.00		PENAL CODE 42.01 a(7)
1180	S	MAKE FIREARM ACCESSIBLE TO A CHILD	$235.00	$71.00	$306.00	PC	PC 46.13
1181	S	OBSCENE DISPLAY	$235.00	$71.00	$306.00		PC 43.22
1210	S	SMOKING TOBACCO-PROHIBITED AREAS	$235.00	$71.00	$306.00		PENAL CODE 48.01
1220	S	PUBLIC INTOXICATION	$235.00	$71.00	$306.00	4200	PENAL CODE 49.02
1230	S	POSSESSION/CONSUMPTION OF ALCOHOL IN MOTOR VEHICLE	$235.00	$71.00	$306.00		PENAL CODE 49.03
2000	S	CONSUME ALCOHOLIC BEVERAGES ON OFF-PREMISED LICENSE ACCOUNT	$200.00	$71.00	$271.00		TABC 101.72
2001	S	SALE TO CERTAIN PERSONS	$200.00	$71.00	$271.00		TABC 101.63
2010	S	CONSUMPTION OF ALCOHOLIC BEVERAGES NEAR A SCHOOL	$200.00	$71.00	$271.00		TABC 101.75
2090	S	SALE OF TOBACCO PRODUCTS TO A MINOR	$200.00	$71.00	$271.00		HEALTH & SAFETY CODE 161.081
2091	S	SELL CIG/TOB PRODUCTS W/O PERMIT	$200.00	$71.00	$271.00		VERNON TAX CODE 154.509
2100	S	POSSESSION OF DRUG PARAPHERNALIA	$200.00	$71.00	$271.00	1240	481.125 H&S Code
2200	T	FAIL TO SET PARK BRAKE	$33.00	$71.00	$104.00		545.404
273E	T	FICTITIOUS INSPECTION STICKER	$200.00	$71.00	$271.00		
2900	S	EQUIPMENT NOT IN COMPLIANCE W/ FEDERAL STANDARDS 49 C.F.R.57..108	$200.00	$71.00	$271.00		49 C.F.R. 571 1.08
3001	T	SPEEDING CHART (1-15)BASE $205+3 FOR EVERY MILE OVER				3586	708.52
3001SZ	T	SPEEDING IN SCHOOL ZONE((1-15) BASE $230+$3 FOR EVERY MILE OVER				3596	TC 541.302
3002	T	UNSAFE SPEED/TOO FAST FOR CONDITIONS	$119.90	$124.10	$244.00	3002	TC 545.351

MUNICIPAL COURT FINES/FEES

Tomball Municipal Court Fines – by Code Number

3003	T	IMPEDING TRAFFIC	$119.90	$114.10	$244.00	3003	TC 545.363 (a)
3004	T	RACING/DRAG RACING/ACCELERATION CONTEST FOR SPEED	$70.90	$114.10	$195.00	3004	545.42
3005	T	FAIL TO YIELD R-O-W	$119.90	$114.10	$244.00	3005	TC 545.151
3006	T	RAN STOP SIGN	$119.90	$114.10	$244.00	3006	TC 545.151
3007	T	RAN RED LIGHT	$119.90	$114.10	$244.00	3007	TC 544.007
3008	T	DISREGARD FLASHING YELLOW SIGNAL	$119.90	$114.10	$244.00	3008	TC 544.008
3009	T	CHANGED LANE WHEN UNSAFE	$119.90	$114.10	$244.00	3009	TC 545.060(a)(2)
3011	T	TURNED LEFT FROM WRONG LANE	$119.90	$114.10	$244.00	3011	TC 545.101(b)-(d)
3012	T	TURNED RIGHT FROM WRONG LANE	$119.90	$114.10	$244.00	3012	TC 545.101(a)
3013	T	CUT CORNER LEFT TURN	$119.90	$114.10	$244.00	3013	T.C 545.101(b)-(d)
3014	T	IMPROPER TURN	$119.90	$114.10	$244.00	3014	TC 545.103
3015	T	DROVE ON WRONG SIDE OF ROAD	$119.90	$114.10	$244.00	3015	TC 545.051(a),(c)
3016	T	DROVE WRONG WAY ON ONE-WAY ROADWAY	$119.90	$114.10	$244.00	3016	TC 545.059 (b)
3017	T	FOLLOWING TOO CLOSELY	$119.90	$114.10	$244.00	3017	TC 545.062
3018	T	PASSED - INSUFFICIENT CLEARANCE	$119.90	$114.10	$244.00	3018	TC 545.054
3019	T	DISREGARD NO PASSING ZONE	$119.90	$114.10	$244.00	3019	TC 545.055 (a)
3020	T	ILLEGAL PASS ON RIGHT	$119.90	$114.10	$244.00	3020	TC 545.057 (a) ,(b)
3021	T	FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	$500.00	$124.00	$624.00	3021	TC 545.066
3022	T	FAILED TO PASS TO RIGHT SAFELY/IMPROPERPASSING	$119.90	$114.10	$244.00	3022	TC 545.057 (a),(b)
3024	T	UNSAFE START FROM PARKED,STOPPED ,STARDING	$119.90	$114.10	$244.00	3024	TC 545.402
3025	T	FAIL TO MAINT. FINA. RESP. 2ND/OFF.	$500.00	$71.00	$571.00	3025	TC 601.191
3026	T	PARKING ON ROADWAY	$119.90	$114.10	$244.00	3026	TC 545.301
3028	T	CROSSING PHYSICAL BARRIER	$119.90	$114.10	$244.00		TC 545.063(b)
3031	T	UNRESTRAINED CHILD UNDER 8 YEARS OF AGE	$100.00	$124.00	$224.00	3031	545.412
3032	T	NO SEAT BELT - DRIVER	$40.00	$124.00	$164.00	3032	TC 545.413 (a)
3033	T	NO SEAT BELT - PASSENGER	$40.00	$124.00	$164.00	3033	TC 545.413(a)
3034	T	CHILD (8 -16) NOT SECURED BY SAFETY BELT	$40.00	$124.00	$164.00	3034	545.413(b) ,(b-1)
3038	T	OPERATE VEHICLE WITH CHILD IN OPEN BED	$120.00	$114.00	$244.00	3038	545.414
3039	T	SPEEDING OVER 15MPH (CDL ONLY)	$0.90	$114.10	$125.00	3039	522.003
3045	T	FAIL TO GIVE INFORMATION/RENDER AID<$200	$119.90	$64.00	$183.90	3045	TC 550.023
3049	T	FAIL TO MAINT. FINA. RESP	$215.00	$71.00	$286.00	3049	TC 601.191
3050	T	FAIL TO CONTROL SPEED	$119.90	$114.10	$244.00	3050	TC 545.351
3051	T	OPERATING VEH BELOW POSTED MIN SPEED	$119.90	$114.10	$244.00	3051	TC 545.363(c)
3052	T	FAIL TO YIELD R-O-W TO VEHICLE IN INTERSECTION (STOP SIGN)	$119.90	$114.10	$244.00	3052	TC 545.153
3053	T	FAILED TO YIELD R-O-W AT YIELD SIGN	$119.90	$114.10	$244.00	3053	TC 545.151
3054	T	FAIL TO YIELD R-O-W AT OPEN INTERSECTION	$119.90	$114.10	$244.00	3054	TC 545.151
3055	T	FAIL TO YIELD R-O-W TURNING LEFT	$119.90	$114.10	$244.00	3055	TC 545.152
3056	T	FAIL TO YIELD R-O-W (PRIVATE DRIVE/ALLEY ,BUILDING)	$119.90	$114.10	$244.00	3056	TC 545.155
3057	T	FAIL TO YIELD R-O-W TO EMERGENCY VEHICLE	$119.90	$114.10	$244.00	3057	TC 545.156
3058	T	FAIL TO YIELD R-O-W ON GREEN ARROW SIGNAL	$119.90	$114.10	$244.00	3058	TC 544.007
3059	T	DISREGARD OFFICIAL TRAFFIC CONTROL DEVICE	$119.90	$114.10	$244.00	3059	TC 544.004
3060	T	FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	$119.90	$114.10	$244.00	3060	TC 544.010
3061	T	FAIL TO STOP-DESIGNATED POINT (AT YIELD SIGN)	$119.90	$114.10	$244.00	3061	TC 544.010
3062	T	LACK OF CAUTION TURNING ON GREEN ARROW	$119.90	$114.10	$244.00	3062	TC 544.007
3063	T	FAILED TO STOP AT PROPER PLACE (TRAFFIC LIGHT)	$119.90	$114.10	$244.00	3063	TC 544.007
3064	T	FAIL TO STOP AT PROPER (NOT AT INTERSECTION)	$119.90	$114.10	$244.00	3064	TC 544.007
3065	T	DISREGARD WARNING SIGN AT CONSTRUCTION	$119.90	$114.10	$244.00	3065	TC 472.022
3066	T	DROVE THROUGH SAFETY ZONE	$119.90	$114.10	$244.00	3066	TC 545.403
3067	T	DISREGARD FLASHING RED SIGNAL (AT STOP SIGN, ETC)	$119.90	$114.10	$244.00	3067	TC 544.008
3068	T	FAILED TO STOP AT PROPER PLACE (FLASHING RED SIGNAL)	$119.90	$114.10	$244.00	3068	TC 544.008
3069	T	DISREGARD LANE CONTROL SIGNAL	$119.90	$114.10	$244.00	3069	TC 544.009
3070	T	FAILED TO MAINTAIN SINGLE LANE	$119.90	$114.10	$244.00	3070	TC 545.060
3071	T	DISREGARD NO LANE CHANGE SIGN	$119.90	$114.10	$244.00	3071	TC 545.060
3072	T	DISREGARD SIGNAL AT RR CROSSING	$119.90	$114.10	$244.00	3072	TC 545.251(d)
3073	T	DISREGARD RR CROSSING GATE OR FLAGMAN	$119.90	$114.10	$244.00	3073	TC 545.251(d)
3074	T	FAILED TO STOP AT MARKED RR CROSSING	$119.90	$114.10	$244.00	3074	TC 545.252(b)
3075	T	OPER OF HEAVY EQUIP DISREGARDED SIGNAL OF APPROACHING TRAIN	$119.90	$114.10	$244.00	3075	TC 545.255(d)
3076	T	TURNED ACROSS DIVIDING SECTION	$119.90	$114.10	$244.00	3076	TC 545.063(b)
3077	T	IMPROPER RT TURN TOO WIDE	$119.90	$114.00	$243.90	3077	TC 545.101(a)
3078	T	DISREGARD TURN MARKS	$119.90	$114.10	$244.00	3078	TC 545.101(a)
3079	T	MADE U TURN ON CURVE OR HILL	$119.90	$114.10	$244.00	3079	TC 545.102
3080	T	TURNED WHEN UNSAFE	$119.90	$114.10	$244.00	3080	TC 545.103
3081	T	CROSSING PROPERTY (CUT CORNER)	$119.90	$114.10	$244.00	3081	TC 545.423
3082	T	FAIL TO Y-O-W ON LEFT WHEN PASSING AN OBSTRUCTION	$119.90	$114.10	$244.00	3082	TC 545.051(a),(c)
3084	T	FAIL TO SIGNAL LANE CHANGE	$119.90	$114.10	$244.00	3084	TC 545.104(a)
3085	T	FAILED TO GIVE ONE-HALF OF ROADWAY	$119.90	$114.10	$244.00	3085	TC 545.052
3086	T	FAIL TO PASS ON RIGHT	$119.90	$114.10	$244.00	3086	TC 545.052
3088	T	DROVE ON WRONG SIDE OF DIVIDED HIGHWAY	$119.90	$114.10	$244.00	3088	TC 545.063(a)
3089	T	DROVE CENTER LANE (NOT PASSING/NOT TURNING LEFT)	$119.90	$114.10	$244.00	3089	TC 545.060(b)
3090	T	DROVE WRONG WAY IN DESIGNATED LANE	$119.90	$114.10	$244.00	3090	TC 545.060(c)
3091	T	WRONG SIDE OF ROAD - NO PASSING	$119.90	$114.10	$244.00	3091	TC 545.055(b)
3092	T	CUT IN AFTER PASSING	$119.90	$114.10	$244.00	3092	TC 545.053(a)
3096	T	FAILED TO SIGNAL TURN	$119.90	$114.10	$244.00	3096	TC 545.104(a)
3097	T	FAILED TO SIGNAL INTENT PRIOR TO 100 FT	$119.90	$114.10	$244.00	3097	TC 545.104(b)
3099	T	IMPROPER TURN OR HAND SIGNAL	$119.90	$114.10	$244.00	3099	TC 545.106
3101	T	DRIVING WHILE LICENSE SUSPENDED/INVALID	$300.00	$71.00	$371.00	3101	TC 521.457
3103	S	NO DRIVER'S LICENSE	$88.00	$71.00	$159.00	3103	TC 521.021
3106	S	VIOLATE DL RESTRICTION	$88.00	$71.00	$159.00	3106	TC 521.253
3107	S	PERMIT UNLAWFUL USE OF DL	$88.00	$71.00	$159.00	3107	TC 521.451
3112	T	MOTORCYCLE NO ENDORSEMENT	$88.00	$71.00	$159.00	3112	TC 521.221
3115	T	FAILED TO YIELD TO PEDESTRIAN ON SIDEWALK	$119.90	$114.10	$244.00	3115	TC 552.006(c)
3116	T	FAILED TO YIELD TO PEDESTRIANS IN CROSSWALK	$119.90	$114.10	$244.00	3116	TC 552.003(a)
3120	T	MOTORCYCLE PASSENGER WITHOUT APPROVED HEADGEAR	$49.00	$71.00	$120.00		661.003
3121	T	DISREGARD POLICE OFFICER	$119.90	$114.10	$244.00	3121	TC 542.501
3124	T	FAILED TO GIVE WAY WHEN OVERTAKEN	$119.90	$114.10	$244.00	3124	TC 545.053(b)
3125	T	INCREASE SPEED WHILE BEING OVERTAKEN	$119.90	$114.10	$244.00	3125	TC 545.053(b)
3127	T	DROVE ONTO (FROM) CONTROLLED ACCESS HIGHWAY WHERE PROHIBITED	$119.90	$114.10	$244.00	3127	TC 545.064
3131	T	FAILED TO STOP FOR APPROACHING TRAIN	$119.90	$114.10	$244.00	3131	TC 545.251
3138	T	FAILED TO STOP (ALLEY, DRIVEWAY, BLD)	$119.90	$114.10	$244.00	3138	TC 545.256
3149	S	WRONG MVR -ASSIGNED TO OTHER VEH	$80.00	$71.00	$151.00	3149	TC 502.475
3155	T	FAILED TO DIM HEADLIGHTS - MEETING	$35.00	$114.10	$159.10	3155	547.333
3156	T	FAILED TO DIM HEADLIGHTS - FOLLOWING	$35.00	$114.10	$159.10	3156	547.333
3161	S	NO MOUNTED HEAD LAMP	$55.00	$64.00	$119.00		TC 547.321/ TC 547.004
3162	T	DEFECTIVE HEAD LAMP	$55.00	$114.00	$179.00	3162	TC 547.321
3163	T	HEADLAMP(S) GLARING, NOT ADJUSTED	$55.00	$114.00	$179.00	3163	TC 547.333
3166	T	NO TAIL LAMPS(S)-NOT EQUIPPED	$55.00	$114.00	$179.00	3166	TC 547.322
3167	T	DEFECTIVE TAIL LAMP(S)	$55.00	$114.00	$179.00	3167	TC 547.322
3168	T	TAIL LAMP(S) IMPROPERLY LOCATED	$55.00	$114.00	$179.00	547.32	TC 547.322
3169	T	NO STOP LAMP(S)	$55.00		#VALUE!	3169	TC 547.323

MUNICIPAL COURT FINES/FEES

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3170	T	DEFECTIVE STOP LAMP(S)	$55.00	$114.00	$179.00	3170 TC 547.323
3172	T	DEFECTIVE TURN SIGNAL LAMP(S)	$55.00	$114.00	$179.00	3172 TC 547.324
3174	T	DEFECTIVE PARKING LAMP(S)	$55.00	$114.00	$179.00	3174 547.383
3175	T	IMPROPER USE OF BACK-UP LAMPS	$55.00	$114.00	$179.00	3175 TC 547.332
3186	T	WHITE LIGHTS SHOWING TO REAR	$55.00	$114.00	$179.00	TC 547.303
3194	T	COASTING	$119.90	$114.10	$244.00	3194 TC 545.406
3198	T	DROVE WITHOUT LIGHTS (WHEN REQUIRED)	$119.90	$114.10	$244.00	3198 TC 547.302
3202	T	VIOLATE OPERATING HOURS-MINOR	$88.00	$71.00	$159.00	3202 TC 545.424
3204	T	PASSING EMERGENCY VEHICLE	$119.90	$114.10	$244.00	3204 TC 545.157
3205	T	EXPIRED MOTOR VEHICLE INSPECTION	$76.00	$71.00	$147.00	3205 TC 548.602
3207	T	MOTORCYCLE OPERATOR WITHOUT APPROVID HEADGEAR	$50.00	$71.00	$121.00	661.003
3210	T	MOTORCYCLE OPER W/PASS W/O APPROVEDHEADGEAR	$50.00	$71.00	$121.00	661.003
3225	T	UNNECESSARY USE OF HORN	$200.00	$114.00	$324.00	3225 TC 547.501
3227	T	MUFFLER VIOLATION	$60.00	$114.00	$184.00	3227 TC 547.604
3229	T	DEFECTIVE EXHAUST EMISSION SYSTEM	$60.00	$114.00	$184.00	3229 TC 547.605
3231	T	ILLEGAL WINDOW TINTING	$55.00	$114.10	$179.10	3231 T.C. 547.613(a)
3233	T	DEFECTIVE WINDSHIELD WIPER	$55.00	$114.00	$179.00	3233 TC 547.603
3251	T	NO FRONT SEAT BELTS (REQUIRED)	$40.00	$114.00	$164.00	3251 TC 547.601
3252	P	PARKED WITHIN AN INTERSECTION	$119.90	$69.00	$188.90	3252 TC 545.302
3253	P	PARKED ON A CROSSWALK	$15.00	$69.00	$84.00	3253 TC 545.302
3259	T	EXPIRED DRIVERS LICENSE	$88.00	$71.00	$159.00	3259 TC 521.011
3260	T	EXPIRED COMMERIAL DRIVERS LICENSE	$88.00	$71.00	$159.00	3260 TC 522.051
3263	T	FAIL TO DISPLAY DRIVER'S LICENSE	$88.00	$71.00	$159.00	3263 TC 521.025
3264	T	FAIL TO CHANGE ADDRESS DRIVER'S LICENSE	$88.00	$71.00	$159.00	3264 TC 521.054
3272	T	FAIL TO COMPLY WITH REQUIREMENTS ON STRIKING UNATTENDED VEHICLE	$120.00	$114.00	$244.00	3272 TC 550.024
3273	T	DUTIES UPON STRIKING A FIXED OBJECT	$120.00	$71.00	$191.00	3273 TC 550.025
3274	T	NO LICENSE PLATE LIGHT	$55.00	$114.00	$179.00	3274 TC 547.322
3277	T	UNAUTHORZED RED,WHITEOR BLUE FLASHING LIGHTS	$55.00	$71.00	$126.00	3277 TC 547.305 (C)
3284	P	PARKED DOUBLE	$15.00	$69.00	$84.00	3284 TC 545.302
3287	T	FAIL TO YIELD R-O-W TURNING ON RED SIGNAL	$119.90	$114.10	$244.00	3287 TC 544.007
3288	T	FAIL TO YIELD R-O-W CHANGING LANES	$119.90	$114.10	$244.00	3288 TC 545.061
3300	T	MORE THAN ONE LICENSE (CDL)	$88.00	$71.00	$159.00	3300 TC 522.026
3301	T	NO COMMERCIAL DRIVER'S LICENSE (CDL)	$88.00	$64.00	$152.00	3301 TC 522.011
3302	T	CHANGE NAME/MAILING ADDRESS LATER THAN 30 DAYS (CDL)	$88.00	$71.00	$159.00	3302 TC 522.032
3303	T	FAIL TO GET A TEXAS CDL AFTER 30DAYS OF RESIDENCE IN THIS STATE	$88.00	$71.00	$159.00	3303 TC 522.015
3304	T	FALSE STATEMENT ON CDL APPLICATION OR CERTIFICATE	$88.00	$71.00	$159.00	3304 TC 552.021
3305	T	ENDORSEMENT VIOLATION ON CDL	$80.00	$124.10	$204.10	3305 TC 522.042
3306	T	RESTRICTION VIOLATION - CDL	$80.00	$64.00	$144.00	3306 TC 522.041
3309	S	OPEN CONTAINER-DRIVER	$500.00	$71.10	$571.10	3309 PENAL CODE 49.031
3312	T	NEGLIGENT COLLISION	$120.00	$114.00	$244.00	3312 TC 545.401
3314	S	INTERFERE WITH FUNERAL PROCESSION	$235.00	$124.00	$359.00	3314 P.C 42.05
3315	T	DROVE ON SIDEWALK	$119.90	$114.10	$244.00	3315 TC 545.422
3316	T	BACKED UPON SHOULDER(OR ROADWAY) OFCONTROLLED ACCESS HIGHWAY / ILLEGAL BACKING	$119.90	$114.10	$244.00	3316 TC 545.415
3320	T	OBSTRUCTING TRAFFIC	$119.90	$114.10	$244.00	3320 TC 545.363
3323	S	OPEN CONTAINER-PASSENGER	$500.00	$71.10	$571.10	3323 PENAL CODE 49.031
3333	T	VIOLATE PROMISE TO APPEAR	$125.00	$71.00	$196.00	3333 TC 543.009
3337	S	FAILURE TO APPEAR/BAIL JUMPING	$125.00	$71.00	$196.00	3337 PENAL CODE 38.10
3341	T	DRIVING AROUND WARNING SIGNS/ BARRICADES	$119.90	$114.10	$244.00	3341 TC 472.022
3342	T	DISREGARD WARNING SIGNS OR BARRICADES	$119.90	$114.10	$244.00	3342 TC 472.022
3364	T	PARENT/GUARDIAN PERMITTED UNLICENSEDMINOR TO DRIVE	$53.00	$71.00	$124.00	3364 521.458
3365	T	NON-GUARDIAN PERMITTED UNLICENSED DRIVERTO DRIVE	$53.00	$71.00	$124.00	3365 521.458
3519	S	JAYWALKING	$200.00	$71.00	$271.00	3519 TC 552.005(b)(C)
3528	S	PEDESTRIAN WALKING WRONG WAY	$200.00	$71.00	$271.00	3528 TC 552.006(b)(1)
3550	P	BLOCKING HANDICAP ACCESS	$500.00	$71.00	$571.00	TC 681.011
3551	P	PARK/STAND/STOP BETWEEN SAFETY ZONE AND CURB	$451.00	$69.00	$520.00	3551 545.302
3552	P	PARK/STAND IN FRONT OF PUBLIC/PRIVATE DRIVE	$118.00	$69.00	$187.00	3552 545.302
3553	O	CITY ORDINANCE -ILLEGAL PARKING HANDICAP AREA	$500.00	$59.00	$559.00	3353 CODE 2014,44-127, ORD 2014-31
3555	P	PARK BICYCLE ON SIDEWALK/IMPEDE TRAFFIC	$15.00	$69.00	$84.00	3555 545.302
3556	P	PARKING/STOPPING/STANDING ON A SIDEWALK	$15.00	$69.00	$84.00	3556 545.302
3557	P	PARKING/STOPPING/STANDING ON RAILROAD TRACKS	$15.00	$69.00	$84.00	3557 545.302
3561	P	PARKED FACING TRAFFIC	$15.00	$69.00	$84.00	3561 545.303
3564	P	PARKED WITH WHEELS OVER 18 INCHES FROM CURB OR EDGE OF ROADWAY	$15.00	$69.00	$84.00	3564 545.303
3565	P	PARKED WITHIN 50 FEET OF RAILROAD CROSSING	$15.00	$69.00	$84.00	3565 545.302
3569	P	PARKING/STANDING WITHIN 15 FEET OF A FIRE HYDRANT	$15.00	$69.00	$84.00	3569 545.302
3570	P	PARK OR STAND WITHIN 20 FT OF CROSSWALK AT INTERSECTION	$15.00	$69.00	$84.00	3570 545.302
3571	P	PARK OR STAND WITHIN 20 FT OF DRIVEWAYTO FIRE STATION	$15.00	$69.00	$84.00	3571 545.302
3572	P	PARK OR STAND WITHIN 30 FT OF A TRAFFIC CONTROL DEVICE	$15.00	$69.00	$84.00	3572 545.302
3582	T	DISREGARD PEDESTRIAN CONTROL SIGNAL	$119.90	$114.00	$243.90	3582 TC 552.002
3589	T	CROSSED FIRE HOSE WIHTOUT PERMISSION	$119.90	$114.10	$244.00	3589 TC 545.205
3590	T	DROVE INTO BLOCK WHERE FIRE ENGINE STOPPED	$119.90	$114.10	$244.00	3590 TC 545.407
3591	T	FOLLOWING AMBULANCE	$200.00	$114.10	$324.10	3591 TC 545.407
3594	P	OBSTRUCTING FIRE APPARATUS	$200.00	$71.00	$271.00	3594 545.407
3622	T	IMPROPERLY SECURED TAILGATE	$55.00	$114.00	$179.00	3622 TC 725.021
3627	T	VEHICLE W/O REQIRED EQUIP OR IN UNSAFE CONDITION	$55.00	$71.00	$126.00	3627 TC 547.004
3656	T	DISPLAY EXPIRED REGISTRATION	$76.00	$71.00	$147.00	3656 TC 502.407
3658	T	DISPLAY UNCLEAN LICENSE PLATES	$76.00	$71.00	$147.00	3658 TC 502.409
3667	T	OPER. MTR. VEH. W/OUT LICENSE PLT OR W/ONE L/PLT	$76.00	$71.00	$147.00	3667 TC 504.943
3668	T	OPERATE UNREGISTERED MOTOR VEHICLE	$76.00	$71.00	$147.00	3668 TC 502.002
3722	T	OVER ALLOWABLE GROSS WEIGHT-PERMIT VOLATION	$100.00	$114.00	$224.00	3722 621.101 Maximum Weight of Load
3800	S	MINOR - IN POSSESSION ALCOHOL	$200.00	$71.00	$271.00	ABC 106.05
3801	S	MINOR - ATTEMPTTO PURCHASE ALCOHOL	$200.00	$71.00	$271.00	ABC 106.025
3802	S	MINOR - PURCHASE ALCOHOL	$200.00	$71.00	$271.00	ABC 106.02
3803	S	MINOR - CONSUMPTION OF ALCOHOL	$200.00	$71.00	$271.00	3803
3804	S	MINOR - MISREPRISENTATION OF AGE	$53.00	$71.00	$124.00	3804
3805	S	MINOR - PUBLIC INTOXICATION	$200.00	$71.00	$271.00	PC 49.02
3806	S	MINOR - DRIVING UNDER THE INFLUENCE	$200.90	$64.00	$264.90	3806
3907	S	MASSAGE THERAPIST NO REGISTRATIONHEAITH CODE 455.151A	$500.00	$71.00	$571.00	3907 HEALTH CODE 455.15:A
3908	S	MASSAGE THERAPIST ADVERTISING UNREGISTERHEALTH CODE 455.205C	$500.00	$71.00	$571.00	3908 HEALTH CODE 455.205C
4162	S	UNLAWFUL TRANSPORT OR USE OF DIESEL FUEL	$200.00	$71.00	$271.00	4162 TEXAS TAX CODE 162.103(4),(8)
840E	T	FLEEING FROM A POLICE OFFICER	$200.00	$71.00	$271.00	
9005	S	OVERWEIGHT 20,001-40,000	$5,000.00	$71.00	$5,071.00	TRC 621.101(b);621.506(a)(1))
3005A	T	FAIL TO YIELD R-O-W TO VEHICLE ENTERING FROM HIGHWAY	$119.90	$114.10	$244.00	3005 TC 545.154
3005B	T	FAIL TO YIELD R-O-W TO VEHICLE LEAVING HIGHWAY	$119.90	$114.10	$244.00	3005 TC 545.154
3005C	T	FAIL TO YIELD R-O-W INTERSECTION W/TRAFCNTRL DEVICE	$119.90	$114.10	$244.00	3005 TC 545.151
3015A	T	DROVE ON WRONG SIDE OF ROAD/BRIDGE	$119.90	$114.10	$244.00	3015 TC 545.056
3015B	T	DROVE ON WRONG SIDE OF ROAD/INTERSECTION	$119.90	$114.10	$244.00	3015 TC 545.055
3015C	T	DROVE ON WRONG SIDE OF ROAD/RR GRADE	$119.90	$114.10	$244.00	3015 545.055
3052A	T	FAILED TO YIELD AT STOP INTERSECTION	$119.90	$114.10	$244.00	3052 TC 545.151
3096A	T	FAILED TO SIGNAL TURN	$119.90	$114.10	$244.00	3096 TC 545.103

MUNICIPAL COURT FINES/FEES

Tomball Municipal Court Fines – by Code Number

3103A	T	FAIL TO OBTAIN TX DL WITHIN 90 DAYS	$88.00	$71.00	$159.00		TC 521.029
3116A	T	FAIL TO YIELD TO PEDESTRIAN IN CROSSWALK (NO SIGNALS)	$119.90	$124.10	$244.00	3116	TC 522.003
3162A	T	DEFECTIVE HEAD LAMPS (MOTORCYCLE)	$55.00	$124.00	$179.00	3162	TC 547.321
3213E	T	DEFECTIVE BRAKES	$55.00	$124.00	$179.00	3213	TC 547.401
3554F	P	PARKED IN FIRE LANE	$500.00	$0.00	$500.00		TC 545.302(b)(6) IFC
3591A	T	FOLLOWING FIRE APPARATUS	$119.90	$124.10	$244.00	3591	TC 545.407
9002E	S	FAIL TO INSPECT/USE EMERGENCY EQUIPMENT	$100.00	$71.00	$171.00		TRC 644.151/FMCSR 392.8
9008B	S	FAILURE TO DISPLAY MEDICAL CERTIFICATE	$100.00	$71.00	$171.00		TRC 644.151/FMCSR 396.17(C)
9049A	S	CMV MISCELLANEIOUS	$100.00	$71.00	$171.00		TRC 644.151/FMCSR 393.45(a))
9051A	S	NO VALID CERTIFICATE OF INSPECTION-CMV	$100.00	$71.00	$171.00		TRC 644.151/ FMCSR 396.17(C))
3001CZ	T	SPEEDING CONST/ZONE/WRK (FINES DOUBLE)				3586	TC 708.52

Offenses: FIRE MARSHAL FILED IN TOMBALL MUNICIPAL COURT

109.3 Violation penalties. Any person, firm, corporation, or other entity who violates a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor punishable by a fine of not more than two thousand dollars ($2,000.00).

**ANY VIOLATION OF IFC NOT LISTED HERE WILL BE REFERRED TO COURT

FINES AND PENALTY WILL BE SUBJECT TO CHANGE DEPENDING ON THE SEVERITY OF THE OFFENSE.

PARKING ENFORCEMENT VIOLATION HANDICAP

1St Violation plea of guilty W/I 14 days	**$250.00**
After 14 days plea of Guilty 1st offense	**$500.00**

GARBAGE AND TRASH COLLECTION/DISPOSAL SERVICE RATES

The monthly rates and charges for garbage and trash collection and disposal services provided by the City, excluding applicable sales tax, shall be as follows:

1. Residential Service:
    a. Bag Service: $15.70
    b. Poly Cart Service (Refuse Only): $18.70
    c. Poly Cart Service (Recycling Only) $18.70
    d. Poly Cart Service (Refuse & Recycling): $21.70
    e. **Additional Carts: $3.00 per Cart**

2. Special Collection (Large Bulk):
    a. Service Fee: $40.00
    b. Disposal Cost (per yard): $20.00

3. Small Commercial with Poly Cart:

Service	Rate per Month
1 Collection per Week	$30.00
Additional Cart – once per week collection	$25.00
2 Collections per week	$35.00
Additional cart – twice per week collection	$30.00
Weekly Recycling Collection	$10.00
Cart replacement (MSW and/or Recycling)	$85.00

4. Monthly Rate for Dumpsters:

Size	Frequency	Rate per Month
2 Yard	1	$75.00
3 Yard	1	$90.00
3 Yard	2	$140.00
3 Yard	3	$215.00
3 Yard	4	$270.00
3 Yard	5	$335.00
3 Yard	6	$400.00
3 Yard Additional Container	1	$85.00
3 Yard Additional Container	2	$130.00
3 Yard Additional Container	3	$200.00
3 Yard Additional Container	4	$250.00
3 Yard Additional Container	5	$310.00
3 Yard Additional Container	6	$370.00
4 Yard	1	$100.00
4 Yard	2	$155.00
4 Yard	3	$230.00
4 Yard	4	$290.00
4 Yard	5	$360.00
4 Yard	6	$430.00
4 Yard Additional Container	1	$90.00
4 Yard Additional Container	2	$145.00
4 Yard Additional Container	3	$215.00
4 Yard Additional Container	4	$270.00

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Approve Resolution No. 2019-40, a Resolution of the City Council of the City of Tomball, Texas Approving a Development Agreement Relating to the Raburn Reserve Public Improvement District Project (TPID 10).

Background:
HT Raburn Reserve Development, L.P. (Hines) is pursuing to develop a 105 acre residential development between South Persimmon Street and Hufsmith-Kohrville Road, just to the north of the future Medical Complex 4B extension. As part of the development, Hines desires to establish a Public Improvement District.

Resolution No. 2019-40 approves a Development Agreement between the City and HT Raburn Reserve Development, L.P. with respect to development of the Property, the Public Improvements and the levy of assessments in the PID.

Origination:
HT Raburn Reserve Development, L.P. (Hines)

Recommendation:
Approval

Party(ies) responsible for placing this item on agenda:
Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-40

RESOLUTION NO. 2019-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS APPROVING A DEVELOPMENT AGREEMENT RELATING TO THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT PROJECT

* * * * * * * * * *

WHEREAS, Hines Acquisitions, LLC a Texas limited liability company (the "Developer") has under contract to purchase and plans to acquire and develop, in phases, approximately 105 acres of real property within the City (including approximately two acres of right of way land abandoned by the City to be included in the boundary of the development) (the "Property"); and

WHEREAS, the City of Tomball, Texas (the "City") wishes to incentivize the development of the Property and encourage and support economic and housing development within the City through the financing of certain public infrastructure (the "Public Improvements") within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district (the "PID") coterminous with the boundaries of the Property in accordance with Chapter 372, Texas Local Government Code, as amended; and

WHEREAS, the City and the Developer desire to enter into a development agreement (the "Development Agreement") that sets forth the agreement between the parties with respect to development of the Property, the Public Improvements and the levy of assessments in the PID;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

SECTION 1. The recitals set forth in the preamble of this Resolution are true and correct in all material respects.

SECTION 2. The City Council of the City approves the Development Agreement by and between the City and the Developer in substantially the form attached hereto as Exhibit A, and the City Manager is hereby authorized to execute such Development Agreement and the City Secretary may attest such signature.

SECTION 3. It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PRESENTED AND PASSED on this the 7th day of October 2019, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Tomball, Texas.

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

EXHIBIT A

RABURN RESERVE DEVELOPMENT AGREEMENT

RABURN RESERVE

DEVELOPMENT AGREEMENT

BETWEEN

HT RABURN RESERVE DEVELOPMENT L.P.

THE CITY OF TOMBALL, TEXAS

Dated: October 7, 2019

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RABURN RESERVE
DEVELOPMENT AGREEMENT

This Raburn Reserve Development Agreement (this "**Agreement**"), dated as of October 7, 2019 (the "**Effective Date**"), is entered into between HT Raburn Reserve Development L.P. a Texas limited patnership (the "**Developer**"), and the City of Tomball, Texas (the "**City**"), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean to sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council of the City of Tomball (the "City Council"); and

WHEREAS the Developer currently has under contract to purchase and plans to acquire and to develop, in phases, approximately 105 acres of real property depicted on Exhibit A attached hereto (the "Property") within the corporate limits of the City as a single-family residential development, in accordance with the applicable City Regulations (the "Project"); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the "Public Improvements" as defined herein) and constructing additional public improvements within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district that is coterminous with the boundaries of the Property (the "PID") in accordance with Chapter 372 Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PID; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt the SAPs (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to the Service and Assessment Plan ("SAP"), payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of $15,000,000 for payment or reimbursement of the Public Improvements included in the SAP; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

"Actual Costs" is defined in the Service and Assessment Plan.

"Affiliates" of Hines Acquisitions, LLC means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term "control," "controlling" or "controlled by" shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

"Agreement" has the meaning stated in the first paragraph of this Agreement.

"Annual Installments" means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

"Applicable Law" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

"Appraisal" means an appraisal of the property to be assessed in each PID by a licensed MAI Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements and Private Improvements, necessary to get a Final Lot Value.

"Assessment Ordinance" means the City's ordinances approving the SAP and levying Assessments on the benefitted Property within the PID.

"Assessments" means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

"City Regulations" mean provisions of the City's Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including zoning and the City's Planned Development - 12.

"City Representative" means the City Manager or designee which may include a third party inspector or representative.

"City" means the City of Tomball, Texas.

"Closing Disbursement Request" means the Closing Disbursement Request described in Section 4.06, the form of which is attached as Exhibit G.

"Commencement of Construction" shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

"Completion of Construction" shall mean that (i) the construction of the applicable Public Improvement, or portion or segment thereof, as the case may be, benefitting the Property has been substantially completed pursuant to the City's determination; and (ii) the City has with respect to applicable Public Improvements accepted the respective Public Improvements or segment or portion thereof.

"Completed Lots" means Fully Developed and Improved Lots for which (i) water, sanitary sewer, drainage and roads have been extended, and (ii) the City has authorized that a building permit may be obtained for construction on each lot.

"Construction Agreements" mean the contracts for the construction of the Public Improvements.

"Cost Overruns" means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

"Cost Underruns" means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP(s).

"Delinquent Collection Costs" shall be defined in the SAP(s).

"Developer Cash Contribution" means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements for each series of PID Bonds, as set forth in the SAP.

"Developer" means Hines Acquisitions, LLC its successors and permitted assigns.

"Development" means that single-family residential development consisting of approximately 400 single family homes to be developed and constructed on the Property pursuant to the City Regulations.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"End Buyer" means any developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

"Final Lot Value" means the developed lot values established by an Appraisal.

"Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (j) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

"Fully Developed and Improved Lot" means any lot in the Property, regardless of proposed use, intended to be served by the Public Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Harris County, Texas.

"Governmental Authority" means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

"Home or Property Buyer Disclosure Program" means the disclosure program, as set forth in a document in the form of Exhibit H that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

"Impact Fees" means all utility impact fees relating to the Public Improvements in each case assessed, imposed and collected by the City on the Property in accordance with the City Regulations adopted by the City, as may be revised or amended from time to time.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

"Indenture(s)" means the applicable trust indenture pursuant to which PID Bonds are issued.

"Landowner Consent" means a consent by the applicable owner(s) of the Property consenting to the formation of the PID and the levy of Assessments in the form attached hereto as Exhibit E.

"Net Bond Proceeds" means the proceeds of the PID Bonds issued pursuant to Sections 3.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the project fund for such bonds.

"Parties" or "Party" means the City and the Developer as parties to this Agreement.

"Payment Certificate" means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit F.

"Phase" means a phase of development of the Property. The Development will consist of three (3) phases.

"Phase A" means the first phase of development in the PID, consisting of approximately 143 lots, as depicted on Exhibit I.

"Phase A Public Improvement Financing Date" means the date the City approves a bond purchase agreement and sells the first series of PID Bonds for Phase A of the Property, such date

to be no later than March 1, 2020 for Phase A, which date may be extended by written agreement of the Developer and the City.

"Phase B" means the second phase of development in the PID, consisting of approximately 110 lots, as depicted on Exhibit I.

"Phase B Public Improvement Financing Date" means the date the City approves a bond purchase agreement and sells the first series of PID Bonds for Phase B of the Property, such date to be no more than three years after the Completion of Construction of the Public Improvements in Phase A.

"Phase C" means the third phase of development in the PID, consisting of approximately 118 lots, as depicted on Exhibit I.

"Phase C Public Improvement Financing Date" means the date the City approves a bond purchase agreement and sells the first series of PID Bonds for Phase C of the Property, such date to be no more than three years after the Completion of Construction of the Public Improvements in Phase B.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bond Proceeds" means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

"PID Bonds" means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the payment and/or reimbursement of the Public Improvement Project Costs, including bonds issued to fund construction of the Public Improvements, and, if any, issued to reimburse the Developer for a portion of the costs of the Public Improvements, not previously funded with bond proceeds.

"PID" means the Raburn Reserve (PID No. 10) Public Improvement District.

"Plans and Specifications" means the plans and specifications for Public Improvements approved by the City.

Planned Development – 12" means that certain zoning ordinance No. 2019-13 of the City set forth in Exhibit B.

"Private Improvements" means these horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed in each Phase to get to a Final Lot Value.

"Project Fund" means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

"Property" means approximately 103.7 acres of real property located within the City described in Exhibit A.

"Public Improvement Completion Date" means a date that is no later than eighteen (18) months after Commencement of Construction for the Public Improvements funded for such phase by each series of PID Bonds.

"Public Improvement Project Costs" means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit C, as may be amended pursuant to this Agreement, such costs to be eligible "project costs," as defined in the PID Act.

"Public Improvements" means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit C.

"Reimbursement Agreement(s)" means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

"Service and Assessment Plan" or "SAP" means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

"Trustee" means the trustee under the Indenture.

"Waiver of Liens" means a complete, final and unconditional waiver of all liens with respect to the Public Improvements.

ARTICLE II

THE DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake the design, development and construction of the Public Improvements. The Development will consist of the following elements:

(i) Up to 400 single family homes;

(ii) 1.5 acre recreational reserve

(iii) Swimming pool with dressing rooms, playground and picnic facilities

(iv) 5% of the Development to be open space

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations and Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

The Developer intends to request the creation of the PID that in total, encompasses the Property, by submitting a petition to the City that contain a list of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petition shall also allow for the City's levy of Assessments for maintenance purposes and for administration of the PID. Upon receipt and acceptance of such petition, the City has held a public hearing to consider the creation of the PID in accordance with the PID Act. Developer agrees that the City may require at any time a professional services agreement that obligates Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from PID Bond Proceeds. The Developer agrees to enter into any such agreement upon request by the City.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in three or more series (each to coincide with the Developer's phased development of the Property) up to an aggregate principal amount of $15,000,000 to construct, reimburse or acquire the Public Improvements benefitting the Property. The Public Improvements to be constructed and funded in connection with the PID Bonds are detailed in Exhibit C, which may be amended from time to time, and in the Service and Assessment Plan for the PID or any updates thereto. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution and perform its obligations hereunder.

(b) The Developer shall complete all Public Improvements within each phase in the PID and such Public Improvements shall be completed by the Public Improvement Completion Date.

(c) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed $15,000,000.

(ii) The maximum "tax rate" for the projected annual assessment for each Phase shall be no greater than $0.96 per $100 valuation at the time of issuance of each series of PID Bonds; the tax rate limit applies on an aggregate basis for the entire property within each Phase and on an individual assessed parcel basis (including projected average sales price of the homes to be constructed on the lots).

(iii) Minimum value to lien ratio of at least 3:1 for each series of PID Bonds; such value shall be confirmed by an Appraisal.

(iv) The Developer or its Affiliates shall own all property within a Phase of the PID prior to the levy of Assessments for such Phase.

(v) The Developer must provide evidence reasonably acceptable to the City of an executed loan document and/or private equity in an amount sufficient to complete the amenities set forth in 2.02(a)(iii) above.

(vi) The Developer shall not be in default under this Agreement.

(e) The City intends to levy Assessments on each Phase prior to the issuance of the first series of PID Bonds for each Phase and to issue two series of PID Bonds for each Phase as set forth in this Agreement (an initial series for construction and an additional series pursuant to Section 8.04), subject to the discretion of the City Council.

Section 3.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before such time as each series of PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments on each Phase, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit E for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the

creation of the and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Harris County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 3.04. Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account with the Trustee under the applicable Indenture a pro-rata amount of the Developer Cash Contribution. If the Public Improvements relating to each series of PID Bonds have already been constructed and the PID Bonds are intended to acquire the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph for such series. The amount of the Developer Cash Contribution for each series of PID Bonds shall be equal to the difference between the costs of the Public Improvements and the Net PID Bonds Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the SAP.

Section 3.05. Transfer of Property. Other than the sale of the Property to the Developer, notwithstanding anything to the contrary contained herein, no sale of property within a Phase of the PID shall occur prior to the City's levy of Assessments in such Phase of the PID unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form acceptable to the City with respect to the purchased property. In addition, evidence of any transfer of Property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments and issue PID Bonds. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE IV

DEVELOPMENT

Section 4.01. Full Compliance with City Standards.

Development and use of the Property by Developer and its Affiliates, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the then current applicable City Regulations.

Section 4.02. Development Standards and Planned Development - 12. As consideration for the City's obligations under this Agreement and in consideration for the issuance of the PID Bonds, the Developer agrees that its development and use of the Property, including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and

all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the City Regulations and the Planned Development - 12 attached as Exhibit B. Any changes to the Planned Development - 12 attached hereto must be approved by the City. Upon approval by the City of an updated Planned Development - 12, this Agreement shall be deemed amended to include such approved updated Planned Development - 12.

Section 4.03. Property Acquisition. The Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City's consent prior to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements.

Section 4.04. Zoning of Property. The Developer consents and agrees to the zoning of the Property pursuant to the planned development process and that such zoning shall be consistent with the Planned Development - 12 set forth in Exhibit B.

Section 4.05. Conflicts. In the event of any conflict between this Agreement and any City Regulation, the City Regulations and Planned Development – 12 shall control.

Section 4.06. Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in conformance with City Regulations and may require a prepayment of Assessments as set forth in the applicable SAP.

ARTICLE V

DEVELOPMENT CHARGES

Section 5.01. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 5.02. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 5.03. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 5.04. Impact Fees. All impact fees associated with the Development shall be paid pursuant to the City Regulations.

ARTICLE VI

DEVELOPMENT SPECIFIC REQUIREMENTS

Section 6.01. Extension of Water Service.

In conjunction with the development of the first phase, and any phase of the Property thereafter developed, the City, at its sole cost (but subject to the payment of any water impact fees as provided in the City Regulations) agrees to have available water supply capacity sufficient to serve the Completed Lots and those lots then under development within the Property. Once fully developed, the City agrees to have available water supply capacity sufficient to serve the full development of the Property as described in Section 2.02(a) hereof.

Section 6.02. Extension of Sanitary Sewer Facilities.

In conjunction with the development of the first phase, and any phase of the Property thereafter developed, the City, at its sole cost (but subject to the payment of any sewer impact fees as provided in the City Regulations), agrees to have available sewer capacity sufficient to serve the Completed Lots and those lots then under development within the Property. Once fully developed, the City agrees to have available sanitary sewer capacity sufficient to serve the full development of the Property as described in Section 2.02(a) hereof.

Section 6.03. Drainage.

On or before the date which is forty-five (45) days prior to completion of the first phase of the Development, the City, at its sole cost (but subject to the payment of any drainage impact fees as provided in the City Regulations) shall extend a box culvert or other means of drainage conveyance ("Box Culvert") for storm water from the perimeter of the Property to M118 ("Detention Pond"). The Box Culvert or other means of drainage conveyance and Detention Pond shall be of sufficient size and capacity to accommodate the storm water outfall from the Property in its fully developed condition as described in Section 2.02(a) hereof.

Section 6.04. Extension of Gas Service.

In conjunction with the development of the first phase, and any phase of the Property thereafter developed, the City, at its sole cost, agrees to have available natural gas capacity to serve the Completed Lots and those lots then under development within the Property. Once fully developed, the City agrees to have available natural gas capacity sufficient to serve the full development of the Property as described in Section 2.02(a).

Section 6.05. Extension of Agg Road (Medical Complex).

The City shall extend Agg Road to the perimeter pursuant to the City Regulations. The City anticipates completion of the road extension within 24 months of the Effective Date of this Agreement. Prior to Commencement of Construction for such extension, the Developer shall dedicate right of way for such extension to the City at no cost.

Section 6.06. Additional Right of Way.

In addition, to the twenty-five (25) feet of right of way to be dedicated by plat along South Persimmon Street, the Developer shall dedicate to the City additional right-of-way in an amount not to exceed twenty (20) feet (or a total of forty-five (45) feet from the existing South Persimmon Street right-of-way/property line), at no cost. The additional dedication will be determined during the design of the future widening of South Persimmon Street. The additional dedication will only impact the proposed twenty (20) foot buffer and will not impact any of the proposed single-family lots. The City will not require that the rear property line of lots to be any further than forty-five (45) feet from the existing South Persimmon Street right-of-way/property line. The City will ensure that none of the street paving or curb associated with South Persimmon Street is designed or installed any farther than thirty-six (36) feet from the existing eastern edge of the South Persimmon Street right-of-way. This will ensure that no paving or curb is installed any closer than nine (9) feet from the rear property line of the proposed single-family lots.

Section 6.07. Water Loop Completion.

The Developer shall complete the loop for water service for Phase A through Persimmon and such loop shall be completed no later than the Completion of Construction of the Public Improvements in Phase A.

ARTICLE VII

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 7.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements

applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements.

(d) Upon Completion of Construction of any portion of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the "all bills paid" affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to require the contractors and subcontractors which construct the Public Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company's authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights necessary for the construction, operation, and maintenance of the road, water, drainage, gas and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 7.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer's engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder. The Developer or its designee (Engineer) shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibit C, shall be paid proceeds of PID Bonds or the Developer Cash Contribution in accordance with the Bond Indentures, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

(i) Plans and specifications shall comply with all Applicable Law and City Regulations and all Plans and Specification shall be reviewed and approved by the City

prior to the issuance of permits. The City shall have thirty (30) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.

(ii) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement or funding of the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements or fundings described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 7.03. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed substantially in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 7.04. Joint Cooperation; Access for Planning and Development.

(a) Cooperation and Timely Response. During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to

facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

Section 7.05. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Site Plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 7.06. Construction Standards and Inspection.

The Public Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 7.07. Public Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 7.08. Public Improvement Constructed on City Land or the Property.

If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may

reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 7.09. Additional Requirements.

In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project, and shall provide the City with copies of any construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements and with City Regulations;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a material respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

Section 7.10. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit C, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP plus the Developer Cash Contribution. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer must make a Developer Cash Contribution at the time of each PID Bond issuance such that the net proceeds of each series of PID Bonds plus the Developer Cash Contribution, is sufficient to fund the Public Improvement Project Costs for which the PID Bonds are being issued.

Section 7.11. City Police Powers.

The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with

applicable laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 7.12. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(i) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 7.13. City Consents.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 7.14. Right of the City to Make Inspection.

(a) At any time during the construction of the Public Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Sections 5.03 and 7.03, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after reasonable notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 7.15. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

ARTICLE VIII

PAYMENT OF PUBLIC IMPROVEMENTS

Section 8.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of the cost to construct or acquire a Public Improvement by the City will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to pay the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs shall be limited to the lower of Actual Costs or the available Net PID Bond Proceeds or Assessment revenues, and shall be payable solely from amounts on deposit in

the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the available Net PID Bond Proceeds and that the Developer Cash Contribution must be deposited at the time of the issuance of PID Bonds.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 8.02. Remaining Funds after Completion of a Public Improvement.

With respect to the PID, if, upon the Completion of Construction of a Public Improvement (or segment or stage thereof) and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative and provided that all Public Improvements as set forth in the applicable Service and Assessment Plan are undertaken at least in part. The elimination of a category of Public Improvements in the Service and Assessment Plans will require an amendment to the SAP. Upon completion of the Public Improvements, or segment or stage thereof, any Cost Underrun for any Public Improvement within the PID is available to pay Cost Overruns on any other Public Improvement within the PID, and may be added to the amount approved for payment in any Payment Certificate, as approved by the City Representative.

Section 8.03. Payment Process for Public Improvements.

(a) The City shall authorize payment or reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in the PID as set forth in 8.04 below. The Developer shall submit a Payment Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs including a completed segment, section or portion of a Public Improvement, as approved by the City. The form of the Payment Certificate is set forth in Exhibit F, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, and compliance with the applicable SAP and Plans and Specifications. The City shall review each Payment Certificate within thirty (30) Business Days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the applicable Indenture or Reimbursement Agreement, and payment shall be made to the Developer or its designee pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within forty-five (45) business days of receipt thereof.

If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within fifteen (15) Business Days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit C and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit G.

Section 8.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) In the event that, (i) the City does not issue PID Bonds by the Public Improvement Financing Date, or (ii) PID Bonds cannot be issued for the full costs of the Public Improvements of a result of the parameters set forth in Section 3.02(d), the reimbursement for costs of the Public Improvements set forth in Exhibit C and in the Service and Assessments Plan that are not paid with PID Bond Proceeds shall be made on an annual basis from Assessments levied by the City for the Public Improvements pursuant to Chapter 372, Texas Local Government Code, as amended, unless the Public Improvement Financing Date has been extended by written agreement between the Developer and the City and approved by City Council. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreement shall set forth the terms of the annual reimbursement for the costs of the Public Improvements. If the City does not issue additional PID Bonds to fund subsequent Public Improvement Project Costs that have not been previously funded by PID Bonds, such unfunded costs may be funded from Assessments pursuant to additional Reimbursement Agreements. These Reimbursement Agreement obligations may be reimbursed through the issuance of PID Bonds by the City once the parameters set forth in Section 3.02(d) can be met. The issuance of any PID Bonds to fund obligations under a Reimbursement Agreement is subject to the City's discretion and shall be determined by the City. In any event, the issuance of PID Bonds to Fund any obligations under a Reimbursement Agreement, if the City determines to issue such PID Bonds, shall occur no later than three (3) years after the Phase C Public Improvement Financing Date.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within the PID as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 8.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 2 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

Section 9.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated

hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 9.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is a Texas [limited liability company] validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a

governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(f) Ownership. The Developer represents that it or one or more Affiliates will be the sole owners of the Property within the PID at the time of their creation and will be the sole owners at the time of the levy of Assessments. The Developer shall consent to the levy of Assessments in substantially the form of the Landowner Consent attached hereto as Exhibit E, and shall not transfer title of any land within the PID prior to the levy of all Assessments within each PID.

ARTICLE X

MAINTENANCE OF LANDSCAPE IMPROVEMENTS

Section 10.01. Mandatory Property Owners' Association.

(a) The Developer will create a mandatory homeowners' association ("HOA") over the portion of the Property then being developed as single family homes ("the "Single Family Property"), which HOA, through its conditions and restrictions filed of record in the property records of Harris County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, trails, lawns, landscaped entrances to the Single Family Property and any other common improvements or appurtenances (the "HOA Maintained Improvements").

(b) While the Parties anticipate that the HOA established to maintain and operate the HOA Maintained Improvements, will adequately perform such duties, in the event that the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements that are owned by the City. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

(c) Covenants, conditions and restrictions for the HOA must be filed before more than ten percent (10%) of the first series of PID Bond Proceeds may be released from the applicable Project Fund pursuant to a Certificate for Payment.

ARTICLE XI

TERMINATION EVENTS

Section 11.01. Developer Termination Events.

The Developer may terminate this Agreement as to a phase of Development if the City does not either (i) sell PID Bonds by the Public Improvement Financing Date (i.e., the Phase A Public Improvement Financing Date, the Phase B Public Improvement Financing Date and the Phase C Public Improvement Financing Date) or (ii) levy Assessments and enter into a Reimbursement Agreement pursuant to Section 8.04 for such phase of the Development.

Section 11.02. City Termination Events.

(a) The City may terminate this Agreement for each Phase if the City determines both (i) not to issue a series of PID Bonds for such phase of Development to fund the construction of the Public Improvements, and (ii) not to levy Assessments and enter into a Reimbursement Agreement for such phase of the Development.

(b) The City may terminate this Agreement and any Reimbursement Agreement, upon an Event of Default by the Developer pursuant to Article XIV herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements within the Development has not occurred within three years of the Effective Date.

(d) The City may terminate this Agreement if the Developer does not pay the Developer Cash Contribution at closing of the applicable series of PID Bonds.

(e) The City may terminate this Agreement if the Developer has not purchased the Property prior to the levy of Assessments in Phase A.

Section 11.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred. Provided, however, that as of the date of termination, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City, shall still be subject to reimbursement.

Section 11.04. City Actions Upon Termination.

In the event of termination of this Agreement, the City may (i) use any remaining PID Bond Proceeds to redeem PID Bonds pursuant to the provisions of the Indenture or (ii) construct or cause to be constructed the remaining Public Improvements, payable from PID Bond Proceeds. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement.

ARTICLE XII

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of 30 years from the Effective Date, (ii) the date on which the City and the Developer discharge all of their obligations hereunder, including (a) The Public Improvements have been completed and the City has accepted all of the Public Improvements and (b) all PID Bond Proceeds have been expended for the construction of all of the Public Improvements and the Developer has been reimbursed for all completed and accepted Public Improvements (iii) an event of default under Article XIII, or (iv) the occurrence of a termination event under Article XI.

ARTICLE XIII

DEFAULT AND REMEDIES

Section 13.01. Developer Default.

Each of the following events shall be an "Event of Default" by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

Section 13.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 13.01(f) above). Except with respect to cure periods set forth in 13.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days subject.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 13.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-

termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 13.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the Developer to the City.

Section 13.05. Developer's Remedies.

(a) Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies specifically including damages as set forth below (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

(b) No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 13.06. Limited Waiver of Immunity.

(a) The City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and the City's immunity from suit is waived only as set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived is any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

(ii) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;

(iii) The Parties may not recover attorney's fees; and

(iv) The Parties are not entitled to specific performance or injunctive relief against the City.

Section 13.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 13.08. Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE XIV

INSURANCE, INDEMNIFICATION AND RELEASE

Section 14.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of $500,000 Per Occurrence or a limit equal to the amount of the contract amount, $2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury, death and property damage liability.

(iv) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vi) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vii) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the

required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 14.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 14.03. Additional Insured Status.

With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 14.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 14.05. Carriers.

All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by

AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 14.06. INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

ARTICLE XV

GENERAL PROVISIONS

Section 15.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:	City Manager 401 Market Street Tomball, TX 77375
With a copy to:	Attn: City Attorney Olson & Olson, LLP 2727 Allen Parkway, Suite 600 Houston, TX 77019
To the Developer:	Attn: Brian Stidham Hines Acquisitions LLC 609 Main Street, Suite 2400 Houston, Texas 77002
With a copy to:	c/o HT Raburn Reserve Development L.P. Attn: Corporate Counsel 609 Main Street, Suite 2400 Houston, Texas 77002

Section 15.02. Make-Whole Provision. If the issuance of the PID Bonds in any calendar year precludes the City from issuing bank qualified debt for that calendar year, then the Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified. The City's financial advisor shall calculate the PID Bond Fee based on the planned debt issuances for the City in the year in which each series of PID Bonds are issued, and shall notify the Developer of the total amount due prior to the issuance of the applicable series of PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. The PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the applicable series of PID Bonds are issued are less than the bank qualification limits (currently $10 million per

calendar year), then the PID Bond Fee shall be returned to the Developer. If, at the time of the City's notification to the Developer as set forth above, there are additional bonds to be issued by the City in that year that will be issued to accommodate additional developers within the City, the PID Bond Fee shall be shared by all parties in a pro-rata amount based upon the estimated par amounts of each series of bonds issued for the benefit of each, as determined by the City and its financial advisor.

Section 15.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written Notice to the lender, not to be unreasonably withheld. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-

judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 15.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 15.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 15.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 15.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 15.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 15.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 15.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 3.05. Subject to Section 15.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;

(d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 15.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 15.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a $100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in

form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 15.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 15.14. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 15.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 15.16. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 15.17. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 15.18. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 15.19. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 15.20. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 15.21. Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 15.22. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Harris County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15.23. Conflict.

In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF TOMBALL

By: _____
Name: _____
Title: City Manager

ATTEST:

_____
City Secretary

[SIGNATURES CONTINUE ON NEXT PAGE]

HT RABURN RESERVE DEVELOPMENT LP

By: HT Raburn Reserve Development LLC, its general partner

By: HT Raburn Reserve LP, its sole member

By: Hines Raburn Reserve LLC, its general partner

By: Hines Raburn Reserve Associates LP, its sole member

By: Hines Investment Management Holdings Limited Partnership,
its general partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited
Partnership, its sole member

By: JCH Investments, Inc.,
its general partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS
HARRIS COUNTY

This instrument was acknowledged before me on the _____ day of _____, 2019 by _____, _____ of JCH Investments, Inc., general partner of Hines Real Estate Holdings Limited Partnership, sole member of HIMH GP, LLC, general partner of Hines Investment Management Holdings Limited Partnership, general partner of Hines Raburn Reserve Associates L.P., sole member of Hines Raburn Reserve, LLC, general partner of HT Raburn Reserve, LP, sole member of HT Raburn Reserve Development, LLC, general partner of HT Raburn Reserve Development, L.P., on behalf of such limited partnershio.

_____
Notary Public, State of Texas

EXHIBIT A

PROPERTY DESCRIPTION DEPICTION

DESCRIPTION
TRACT I

39.4982 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being those certain Outlots 355, 356, 358, 359, 361, 362, 363 and 364 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 39.4982 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail set in the Easterly right-of-way line of South Persimmon Road (30 foot right-of-way), for the Northwesterly corner of that certain Outlot 366 of said Corrected Map of Tomball Outlots and the Southwesterly corner of said Outlot 363;

Thence, N 02°26'40" W, along the Easterly right-of-way line of said South Persimmon Road, a distance of 1,480.41 feet to a PK Nail set at the intersection with the Southerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Northwesterly corner of said Outlot 355;

Thence, N 87°44'47" E, along the Southerly right-of-way line of said Sutton Lane, a distance of 1,160.10 feet to a 5/8 inch iron rod with cap set at the intersection with the Westerly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Northeasterly corner of said Outlot 356;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said 30 foot Unimproved right-of-way, a distance of 1,482.67 feet to a 5/8 inch iron rod with cap set for the Southeasterly corner of said Outlot 364 and the Northeasterly corner of that certain Outlot 367 of said Corrected Map of Tomball Outlots, from which a found 1/2 inch iron pipe bears N 87°51'27" E, 30.70 feet;

Thence, S 87°51'27" W, along the Northerly line of said Outlot 366 and 367, a distance of 1,162.57 feet to the POINT OF BEGINNING and containing 39.4982 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By: _____

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: A18-102.00D
Dwg. File: 1810200.dwg

SWIG PID Petition
#6004568.1
015363.000004\4852-8538-6909.v2

DocuSign Envelope ID: 047C6DBE-66DD-4648-B2B8-2111A7DD7C

DESCRIPTION
TRACT 2

Exhibit "A"

4.9530 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being that certain Outlot 365 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 4.9530 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Easterly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Northwesterly corner of that certain called 10.27 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number G259047, the Southwesterly corner of said Outlot 365 and the Northwesterly corner of that certain Outlot 368 of said Corrected Map of Tomball Outlots;

Thence, N 02°32'22" W, along the Easterly right-of-way line of said 30 foot Unimproved right-of-way, a distance of 396.79 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of that certain Reserve "B" of the Final Plat of Calvary Baptist of Tomball Subdivision, a subdivision as shown on map or plat recorded under Film Code Number 520133 of the Map Records of Harris County, Texas and the Northwesterly corner of said Outlot 365;

Thence, N 87°15'10" E, along the Southerly line of said Reserve "B", a distance of 542.96 feet to a 5/8 inch iron rod with cap found for the Northwesterly corner of that certain Reserve "C" of said Final Plat of Calvary Baptist of Tomball Subdivision and the Northeasterly corner of said Outlot 365;

Thence, S 02°32'04" E, along the Westerly line of said Reserve "C", a distance of 397.96 feet to a 1/2 inch iron rod found for the most Northerly Northeast corner of said 10.27 acre tract and the Northeasterly corner of said Outlot 368;

Thence, S 87°22'37" W, along the Northerly line of said 10.27 acre tract and the Northerly line of said Outlot 368, a distance of 542.93 feet to the POINT OF BEGINNING and containing 4.9530 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: B18-102.00D
Dwg. File: 1810200.dwg

DESCRIPTION
TRACT 3

4.1376 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain Outlot 354 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 4.1376 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the Easterly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Southwesterly corner of that certain Tract C of Truss Houston, Inc., a subdivision as shown on map or plat recorded under Volume 335, Page 107 of the Map Records of Harris County, Texas and the Northwesterly corner of said Outlot 354, from which a found 1/2 inch iron rod bears S 87°47'53" W, 0.72 feet;

Thence, N 87°47'53" E, along the Southerly line of said Tract C, a distance of 478.88 feet to a 5/8 inch iron rod with cap found in the Westerly right-of-way line of Huffsmith Kohrville Road (right-of-way width varies);

Thence, S 02°08'45" E, along the Westerly right-of-way line of said Huffsmith Kohrville Road, a distance of 375.13 feet to a 1 inch iron rod found at the intersection with the Northerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod with cap bears N 61°10'47" W, 0.87 feet;

Thence, S 87°15'14" W, along the Northerly right-of-way line of said Sutton Lane, a distance of 476.29 feet to a 5/8 inch iron rod with cap set at the intersection with the Easterly right-of-way line of said 30 foot Unimproved right-of-way, for the Southwesterly corner of said Outlot 354, from which a found 1/2 inch iron rod bears N 87°15'14" E, 1.33 feet;

Thence, N 02°32'22" W, along the Easterly right-of-way line of said 30 foot Unimproved right-of-way, a distance of 379.66 feet to the POINT OF BEGINNING and containing 4.1376 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By: _____

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: C18-102.00D
Dwg. File: 1810200.dwg

Exhibit "A"

DESCRIPTION
TRACT 4

55.1226 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being those certain Outlots 338, 339, 341, 342, 343, 344, 346, 349, 350, 352 and 353 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 55.1226 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Easterly right-of-way line of South Persimmon Road (30 foot right-of-way), for the Northwesterly corner of said Outlot 338;

Thence, N 87°35'04" E, along the Southerly line of that certain Lot 1 of Persimmon Properties, a subdivision as shown on map or plat recorded under Film Code Number 679815 of the Map Records of Harris County, Texas, a distance of 1,156.29 feet to a 5/8 inch iron rod with cap set in the Westerly right-of-way line of a Unimproved right-of-way (variable width right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Northeasterly corner of said Outlot 339, from which a found 5/8 inch iron rod with cap bears N 49°09'38" W, 3.69 feet;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said Unimproved right-of-way, a distance of 1,132.81 feet to a 5/8 inch iron rod with cap set for the Northeasterly corner of that certain Outlot 347 of said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod bears S 87°44'47" W, 6.90 feet;

Thence, S 87°44'47" W, along the common line of said Outlots 344 and 347, a distance of 584.30 feet to a 5/8 inch iron rod with cap set for the common corner of said Outlots 343, 344, 346 and 347;

Thence, S 02°18'20" E, along the common line of said Outlots 346 and 347, a distance of 377.60 feet to a 5/8 inch iron rod with cap set for the common corner of said Outlots 346, 347, 349 and 350;

Thence, N 87°44'47" E, along the common line of said Outlots 347 and 350, a distance of 585.84 feet to a 5/8 inch iron rod with cap set in the Westerly right-of-way line of said Unimproved right-of-way, for the Southeasterly corner of said Outlot 347, from which a found 5/8 inch iron rod bears S 87°44'47" W, 4.31 feet;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said Unimproved right-of-way, a distance of 755.21 feet to a 5/8 inch iron rod with cap found at the intersection with the Northerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Southeasterly corner of said Outlot 353, from which a found 5/8 inch iron rod bears N 57°57'42" W, 2.35 feet;

Thence, S 87°44'47" W, along the Northerly right-of-way line of said Sutton Lane, a distance of 1,160.05 feet to a PK Nail set at the intersection with the Easterly right-of-way line of said South Persimmon Road, for the Southwesterly corner of said Outlot 352;

Thence, N 02°26'40" W, along the Easterly right-of-way line of said South Persimmon Road, a distance of 2,262.34 feet to the POINT OF BEGINNING and containing 55.1226 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By: _____

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: D18-102.00D
Dwg. File: 1810200.dwg

SWIG PID Petition
#6004568.1
015363.000004\4852-8538-6909.v2

EXHIBIT B

PLANNED DEVELOPMENT - 12

[See attached]

ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 103.7 ACRES OF LAND LEGALLY DESCRIBED AS LOTS 338, 339, 341 THROUGH 344, 346, 349, 350, 352 THROUGH 356, 358, 359, 361 THROUGH 365 TOMBALL OUTLOTS, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE AGRICULTURAL, SINGLE-FAMILY 20 ESTATE AND COMMERCIAL DISTRICTS TO THE PLANNED DEVELOPMENT (PD-12) DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE EAST SIDE OF SOUTH PERSIMMON ROAD FROM LIZZIE LANE TO AGG ROAD; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * * * * * * *

Whereas, Stan Winter, with Jones | Carter, has requested that approximately 103.7 acres of land legally described as Lots 338, 339, 341 through 344, 346, 349, 350, 352 through 356, 358, 359, 361 through 365 Tomball Outlots, generally located on the east side of South Persimmon Road from Lizzie Lane to Agg Road, in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

Whereas, the applicant has presented an application to the City for a Planned Development District to allow for the construction of a single-family master planned development, with some commercial use; and

Whereas, the Planned Development application consists of an application for Planned Development District (Exhibit "A"); Planned Development Regulations (Exhibit "B"); and concept plan (Exhibit "C") attached to and made part of this ordinance; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested rezoning; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of Planned Development (PD-12) District; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The zoning classification of the Property is hereby changed from the Agricultural, Single-Family 20 Estate and Commercial Districts to the Planned Development (PD-12) District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Planned Development (PD-12) District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Planned Development (PD-12) District as described above.

Section 5. The Planned Development (PD-12) shall be subject to the following limitations, restrictions and covenants:

A. Compliance with the Application, Regulations and Concept Plan. The granting of the Planned Development (PD-12) District shall be conditioned upon the proposed improvements and land uses being located, constructed and conducted upon the Property in substantial compliance with the application for the Planned Development District (Exhibit "A"), Planned Development Regulations (Exhibit "B") and concept plan (Exhibit "C") made a part hereof for all purposes.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed $2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF JUNE 2019.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	AYE
COUNCILMAN TOWNSEND	AYE
COUNCILMAN QUINN	ABSENT

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF JULY 2019.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	AYE
COUNCILMAN TOWNSEND	AYE
COUNCILMAN QUINN	AYE

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit "A"
Application for Planned Development

Revised 5/19/15

APPLICATION FOR PLANNED DEVELOPMENT

Community Development Department
Planning Division

The PD, Planned Development, district is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., single-family, multi-family, Duplex (Two Family), etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A Planned Development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts.

No planned development shall be established and no building permit shall be issued for any use designated as a Planned Development within any zoning district until a Planned Development is approved and issued in accordance with the provisions of the Zoning Ordinance and Concept Plan.

The minimum acreage for a planned development request shall be four (4) acres.

APPLICATION SUBMITTAL: Applications will be ***conditionally*** accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

Applicant JONES | CARTER
Name: STAN WINTER, AICP Title: VICE PRESIDENT
Mailing Address: 1575 SAWDUST ROAD City: HOUSTON State: TX
Zip: 77380
Phone: (281) 363 4039 Fax: (____) _____ Email: SWINTER@JONESCARTER.COM

Owner HINES ACQUISITIONS LLC
Name: BRIAN STIDHAM Title: DIRECTOR
Mailing Address: 609 MAIN STREET City: HOUSTON State: TEXAS
Zip: 5.2400
Phone: (713) 237 5747 Fax: (713) 237 5657 Email: BRIAN.STIDHAM@HINES.COM

Engineer/Surveyor (if applicable)
Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: _____

Physical Location of Property: _____
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRACTS 1, 39.49 AC, TRACT 2, 4.953; TRACT 3, 4.1376 & AND TRACT 4, 55.1226 ACRES OUT OF THE JESSE PRUITT SURVEY, A. 629
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]
TOMBALL, TX.
HCAD Identification Number: 0352900000338, Acreage: 103.7 AC.
0352900000382, 0352900000360, 0352920000358, 0352920000343, 0352920000353
0352920000364, 0352920000525, 0352920000526
Current Use of Property: VACANT

Proposed Use of Property: SINGLE FAMILY MASTER PLAN

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is **COMPLETE, TRUE, and CORRECT and the under signed** is authorized to make this application. I understand that submitting **this application does** not constitute approval, and incomplete applications **will result in delays and** possible denial.

X _____ 5-1-19
Signature of Applicant **Date**

X _____ 5-1-19
Signature of Owner **Date**

DocuSign Envelope ID: 3999AD46-7A82-4F79-B984-8927E60CF974

Legal Description of Property: TRACT 1: 39.494 AC, TRACT 2: 4.953, TRACT 3: 4.1376 AND TRACT 4, 55.1226 ACRES OUT OF THE JESSE PRUITT SURVEY, A. 629 TOMBALL, TX.
(Survey/Abstract No. and Tract; or platted Subdivision Name with Lot/Block)

HCAD Identification Number: 0352900000338, Acreage: 103.7 AC
0352900000382, 0352900000360, 0352920000358, 0352920000343, 0352920000353
0352920000364, 0352920000525, 0352920000526

Current Use of Property: VACANT

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Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X _____ 5-1-19
Signature of Applicant **Date**

X DocuSigned by: Dawn Raburn Seale 5/26/2019
Signature of Owner **Date**

EXHIBIT B
Planned Development

Raburn Reserve

A. Contents. This final development plan includes the following sections:

- General Provisions
- Land Uses
- Development Regulations for Single Family Lots
- Development Regulations for non-residential uses.
- Amenities and Landscape Regulations
- Sidewalks and Trails
- Building Regulations

B. General Provisions.

1. The Planned Development, PD, approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City. If any provision or regulation of any City ordinance applicable in a SF-6 (Standard Single Family Residential) zoning district is not contained in this ordinance, all the regulations contained in the Development Code applicable to the SF-6 zoning district in effect on the effective date of this ordinance apply to this PD as though written herein, except to the extent the City regulation or provision conflicts with a provision of this ordinance.

2. Except as otherwise provided herein, the words used in this Planned Development have the meaning established by the Development Code.

3. The PD shall be developed in accordance with the following exhibits that are attached to and made part of this Final Development Plan:

Exhibit B-1a:	*Location Map*
Exhibit B-1b:	*Jurisdiction Map*
Exhibit B-2	*Site Plan*
Exhibit B-3	*Landscape, Open Space & Amenities Plan*
Exhibit B-4:	*Plant List*
Exhibit B-5:	*Local Residential Street – Cross Section*
Exhibit B-6:	*Entry Street – Cross Section*

4. As shown on Exhibit B-1a, *Location Map*, the PD encompasses 103.7 acres, located west of Huffsmith Kohrville Road, east of S. Persimmon Street and primarily north of future Medical Complex Drive.

C. Land Uses.

1. Commercial: Permitted land uses for the Commercial tract on Exhibit B-2, *Site Plan* shall be those uses permitted within GR- General Retail District of the Zoning Ordinance.

2. Flex: Permitted land uses for the tracts identified as "Flex" on Exhibit B-2, *Site Plan* shall be either of those uses permitted in SFR listed below or with General Retail District, GR of the Zoning Ordinance.

3. SFR: Permitted land uses are listed below.

Use	SIC Code
Private Household Services	8811
Dwellings – Single Family	99 (Non-Classifiable)
Parks and Recreational Facilities, Public or Private	99 (Non-Classifiable)
Residential Sales Office (Temporary)	

D. **Development Regulations for Single Family Lots** – Maximum 400 lots permitted, total lot count, generally in a configuration and location as shown on Exhibit B-2, *Site Plan*, single-family home sites within the PD shall be developed in accordance with the following regulations:

1. The minimum lot width shall be 45 feet wide. Except: the maximum number of lots 45 feet wide shall not exceed, 200 lots - 50 percent of the total maximum number of lots.

2. Lots shown on Exhibit B-2, *Site Plan*
   (a) Minimum lot area:
      i. 45' wide lots shall have a minimum area of 5,500 square feet.
      ii. 50' wide and greater, lots shall have a minimum area of 6,000 square feet.
   (b) Minimum lot width: 45 feet
   (c) Minimum lot depth 115 feet
   (d) Maximum lot coverage: 60%

3. Minimum building setbacks:
   (a) Front yard: 20 feet;
   (b) Rear yard: 15 feet;
   (c) Side yard: 5 feet, 15 feet on street side of a corner lot.

E. **Development Regulations for non-residential uses.** – . All provisions and regulation regarding height, area regulations, maximum lot coverage, and maximum floor-area-ratios applicable in a GR (General Retail) zoning district.

F. **Amenities and Landscape Regulations** – As shown on Exhibit B-3, *Landscape, Open Space & Amenities Plan*, the PD shall be developed in accordance with the following landscape regulations:

1. Recreation sites and amenities:
   (a) A minimum 1.5 acres recreational reserve, centrally located within the development, shall be located near the main project entry, shall include a swimming pool with dressing rooms, playground and picnic facilities.
   (b) A minimum 6, off-street parking spaces shall be provided. And at a minimum, one bicycle rack which will accommodate a minimum of five bicycles.
   (c) Amenities shall include:
      - A swimming pool.
      - Restroom facilities rooms and shade structure
      - Playground
      - Picnic facilities.

2. Landscape buffers:

   (a) 15-foot minimum buffer shall be provided along all major thoroughfares and adjacent the boulevard entry streets. As shown on Exhibit B-6 *Entry Streets – Cross Sections*
   (b) 10-foot minimum buffer, contiguous to lot lines, shall be provided along non-boulevard entry street(s). As shown on Exhibit B-6 *Entry Streets – Cross Sections*

(c) Required buffers along major thoroughfares and boulevard enty streets shall include one shade tree for each 30 feet of street frontage, or portion thereof, measured along the right-of-way line. The trees may be clustered or spaced linearly; they need not be placed evenly.
(d) Required buffers may include trails.

3. Open Space:

(a) Minimum 5% open space, to be distributed as shown on Exhibit B-3, *Landscape, Open Space, & Amenities Plan.*
(b) All required open space shall be owned and maintained by the Homeowners Association and shall be accessible to all residents within the PD's homeowner's association. Exhibit B-3, *Landscape Open Space, & Amenities Plan.*

4. Shade trees:

(a) A minimum of one tree shall be placed within the front yard setback on each residential lot. As shown on Exhibit B-5 *Local Residential Streets - Cross Sections*
(b) In addition, one tree shall be provided within 15 feet of a street-side lot line per 50 feet of lot frontage on the side street, or portion thereof. Required trees shall be placed within the side yard setback. As shown on Exhibit B-5, *Local Residential Streets - Cross Sections*
(c) Within street medians trees shall be provided at one tree per 30 linear feet of median or portion thereof.
(d) Shade trees shall have a minimum 2-inch caliper and minimum 6-foot height as measured at ground level when planted.

5. Plant species used to satisfy the requirements of the PD are listed on Exhibit B-4, *Plant List.*

G. **Sidewalks and Trails:** As shown on Exhibit B-3, *Landscape, Open Space & Amenities Plan*, the PD shall be developed in accordance with the following:

1. Sidewalks & trails:

(a) Minimum 5-foot width sidewalks shall be provided along both sides of local residential and collector streets.
(b) All sidewalks shall be paved with concrete.

H. **Building Regulations** – Single family homes within the PD shall be developed in accordance with the following building regulations:

1. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), stucco, and glass.
   a. Single Story and first floor of a two (plus) story house– Front and side elevations shall comprise of at least 75% primary finishes. (Excluding doors and windows.) Rear elevations may be primary or secondary finishes.
   b. Upper Story of a two (plus) story house – Front elevation shall comprise of at least 75% primary finishes. (Excluding doors and windows.) Side and Rear elevations may be comprised of primary and secondary finishes.

2. Secondary exterior finishes shall include wood, ceramic tiles, and fiber cement siding such as or similar to Hardie Board or Hardie Plank, and engineered wood siding such as or similar to LP Smartside.

3. Use of architectural metals is limited to canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.

4. The Director may approve alternative Primary or Secondary exterior finishes not specified herein if the Director determines that the alternative finish is respective of the architectural elements of the existing historical industrial buildings, substantially equal to or better than a specified Primary or Secondary exterior finish in quality, durability, and appearance, and the use thereof will not violate any provision of this Final Development Plan.

5. The following building materials shall not be used on the exterior finish:

   (a) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels.
   (b) Smooth or untextured concrete surfaces.
   (c) Exterior Insulated Finish Systems (E.I.F.S.)

Exhibit B-4
Plant List for Raburn Reserve

The following is a list of approved trees and shrubs. Alternative plants not specified in this list may be approved by the Director if determined that an alternative is substantially equal to or better than a specified material and the use will not violate any provision of the PD:

Shade Trees:

Pecan	*Carya illinoinensis*
Fringe Tree	*Chionanthus virginicus*
Japanese Blueberry	*Elaeocarpus decipiens*
Nellie R. Stevens Holly	*Ilex x attenuata 'Nellie R. Stevens'*
Savannah Holly	*Ilex attenuate 'Savannah'*
Southern Magnolia	*Magnolia grandiflora*
Loblolly Pine	*Pinus taeda*
Texas Pistache	*Pistacia texana*
Sycamore	*Platanus occidentalis'*
Bur Oak	*Quercus macrocarpa*
Chinkapin Oak	*Quercus muehlenbergii*
Monterey Oak	*Quercus polymorpha*
Water Oak	*Quercus nigra*
Live Oak	*Quercus virginiana*
Shumard Oak	*Quercus shumardii*
Bald Cypress	*Taxodium distichum*
Pond Cypress	*Taxodium ascendens*
Cedar Elm	*Ulmus crassifolia*
Bosque or Drake Elm	*Ulmus parvifolia 'Bosque' or 'Drake'*

Small & Ornamental Trees:

Texas Redbud	*Cercis canadensis 'var. texensis'*
European Fan Palm	*Chamaerops humilis*
Desert Willow	*Chilopsis linearis*
Smokebush	*Cotinus obovatus*
Foster Holly	*Ilex x attenuata 'Fosterii'*
Possumhaw Holly	*Ilex decidua*
Yaupon Holly	*Ilex vomitoria*
Columnar Juniper	*Juniporus spp.*
Crape Myrtle	*Lagerstroemia indica 'Basham's Pink', 'Natchez', 'Muskogee'*
Little Gem Magnolia	*Magnolia grandiflora 'Little Gem'*
Tree form (MT) Ligustrum	*Ligustrum japonicum*
Saucer Magnolia	*Magnolia x soulangeana*
Sweetbay Magnolia	*Magnolia virginiana*
Tree Wax Myrtle	*Myrica cerifica*
Mexican Plum	*Prunus mexicana*
Texas Sable Palm	*Sabal texana*
Texas Mountain Laurel	*Sophora secundiflora*
Windmill Palm	*Trachycarpus fortunei*
Chaste Tree	*Vitex agnus-castus*

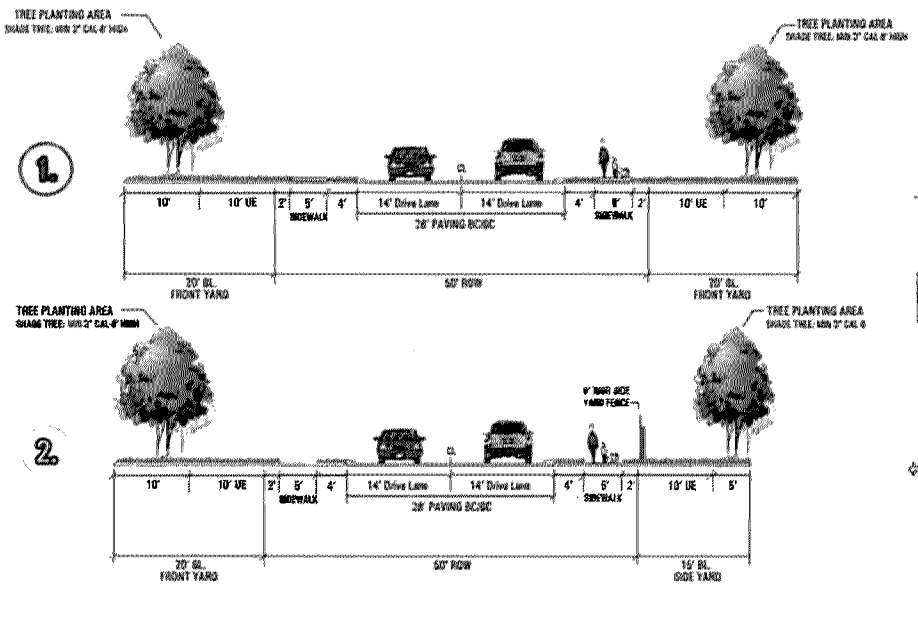
Shrubs:

Abelia	*Abelia x grandiflora ' Prostrata', 'Sherwoodi', Edward Goucher'*
Dwarf Bottlebrush	*Callistemon citrinus 'Austraflora', 'Firebrand', 'Little John', and 'Splendens'*
Japanese Cleyera	*Ternstroemia gymnathera*
Sago Palm	*Cycas revoluta*
Umbrella Plant	*Cyperus alternifolius*
African/Butterfly Iris	*Dietes iridioides, Dietes bicolor*
Elaeagnus Ebbingei	*Elaeagnus macrophylla*
Silverberry	*Elaeagnus fruilandi*
Pineapple Guava	*Feijoa sellowiana*
Red Yucca	*Hesperaloe parviflora*
Barbados Cherry	*Malpighia Glabra*
Fatsia	*Fatsia japonica*
Dwarf Burford Holly	*Ilex cornuta 'Burfordii Nana'*
Chinese Holly	*Ilex cornuta 'Rotunda'*
Dwarf Yaupon	*Ilex vomitoria 'Nana'*
Louisiana Iris	*Iris louisiana*
Dwarf Crape Myrtle	*Lagerstroemia indica 'Nana'*
Ligustrum	*Ligustrum japonicum*
Waxleaf Glossy Privet	*Ligustrum lucidum*
Fringe Flower	*Loropetalum chinense*
Maiden Grass	*Miscanthus sinensis var.*
Dwarf Wax Myrtle	*Myrica pusilla*
Nandina	*Nandina domestica*
Purple Fountain Grass	*Pennisetum setaceum*
Indian Hawthorn	*Raphiolepis indica 'Clara'*
Shrub Rose	*Rosa spp. 'Knockout', 'The Fairy', 'Bonica', 'Carefree Wonder'*
Society Garlic	*Tulbaghia violacea*
Sweet Viburnum	*Viburnum spp.*
Bridal Wreath Spirea	*Spirea prunifolia*
Oleander	*Nerium oleander*
Dwarf Oleander	*Nerium oleander 'Petite Pink', 'Little Red'*
Plumbago	*Plumbago auriculata*
Dwarf Pomegranate	*Punica granatum 'Nana'*
Kumquat	*Fortunella spp.*
Muhly Grass	*Meuhlenbergia lindheimeri*
Dwarf Maiden Grass	*Miscanthus sinensis 'Morning Light'*

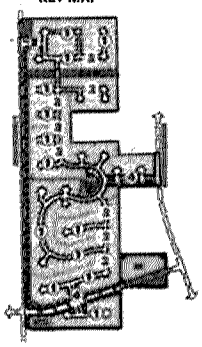
RABURN RESERVE

50' LOCAL RESIDENTIAL STREET - CROSS SECTIONS

EXHIBIT B-5



KEY MAP



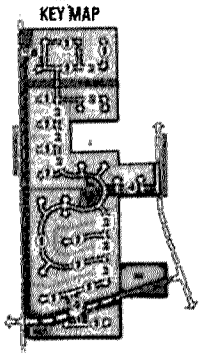
JONES CARTER

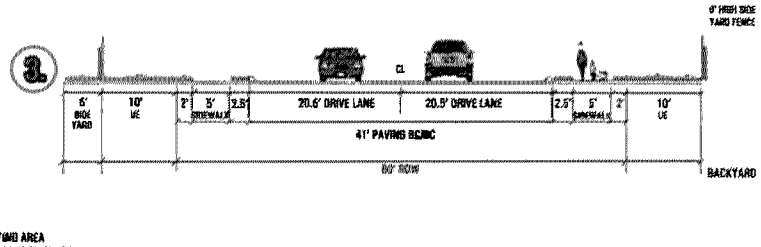
RABURN RESERVE

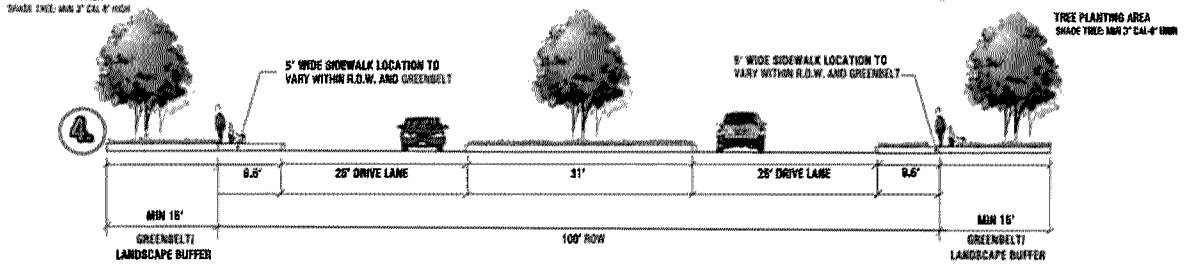
ENTRY STREET - CROSS SECTIONS

EXHIBIT B-6

KEY MAP

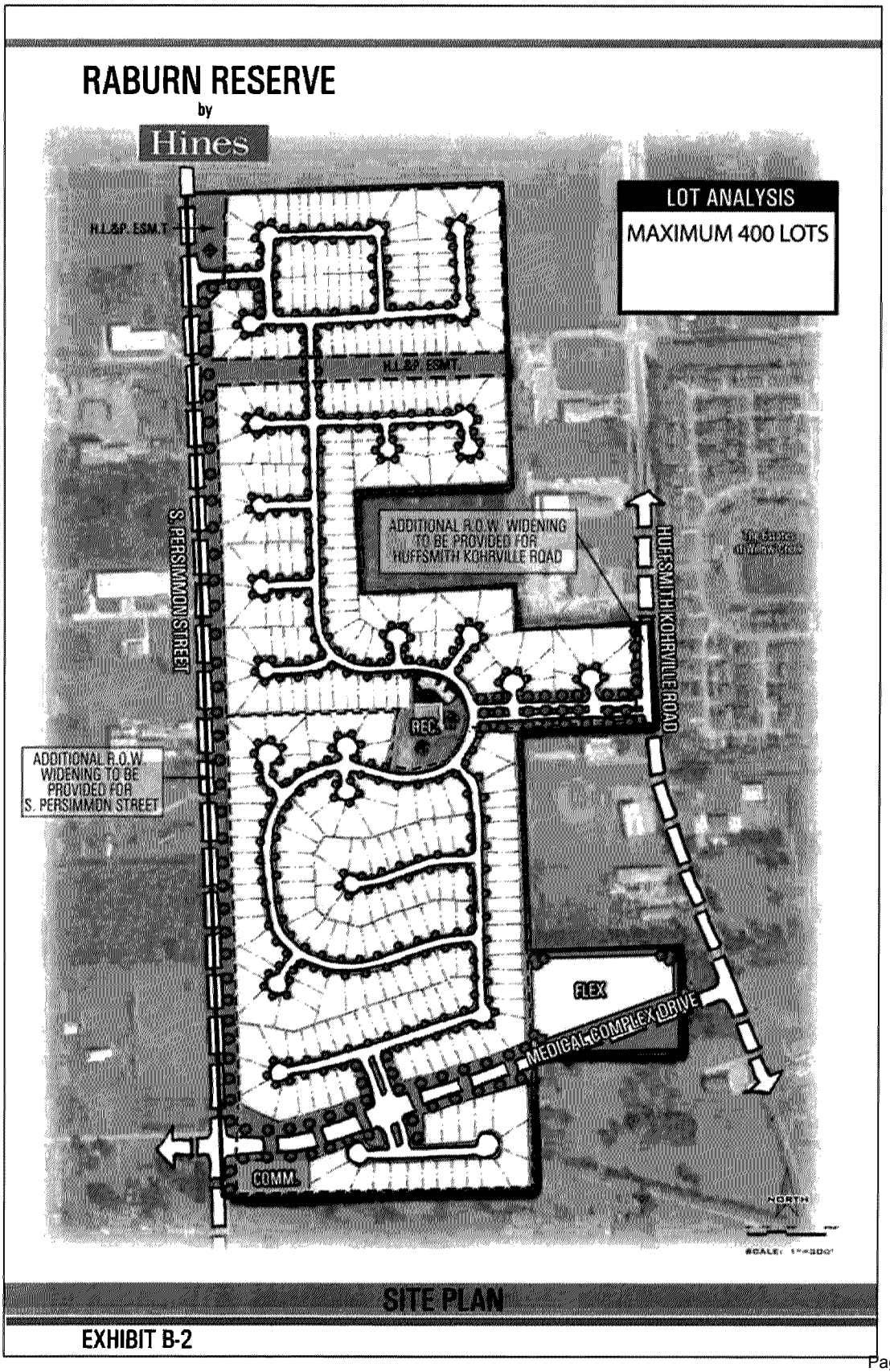






JONES CARTER

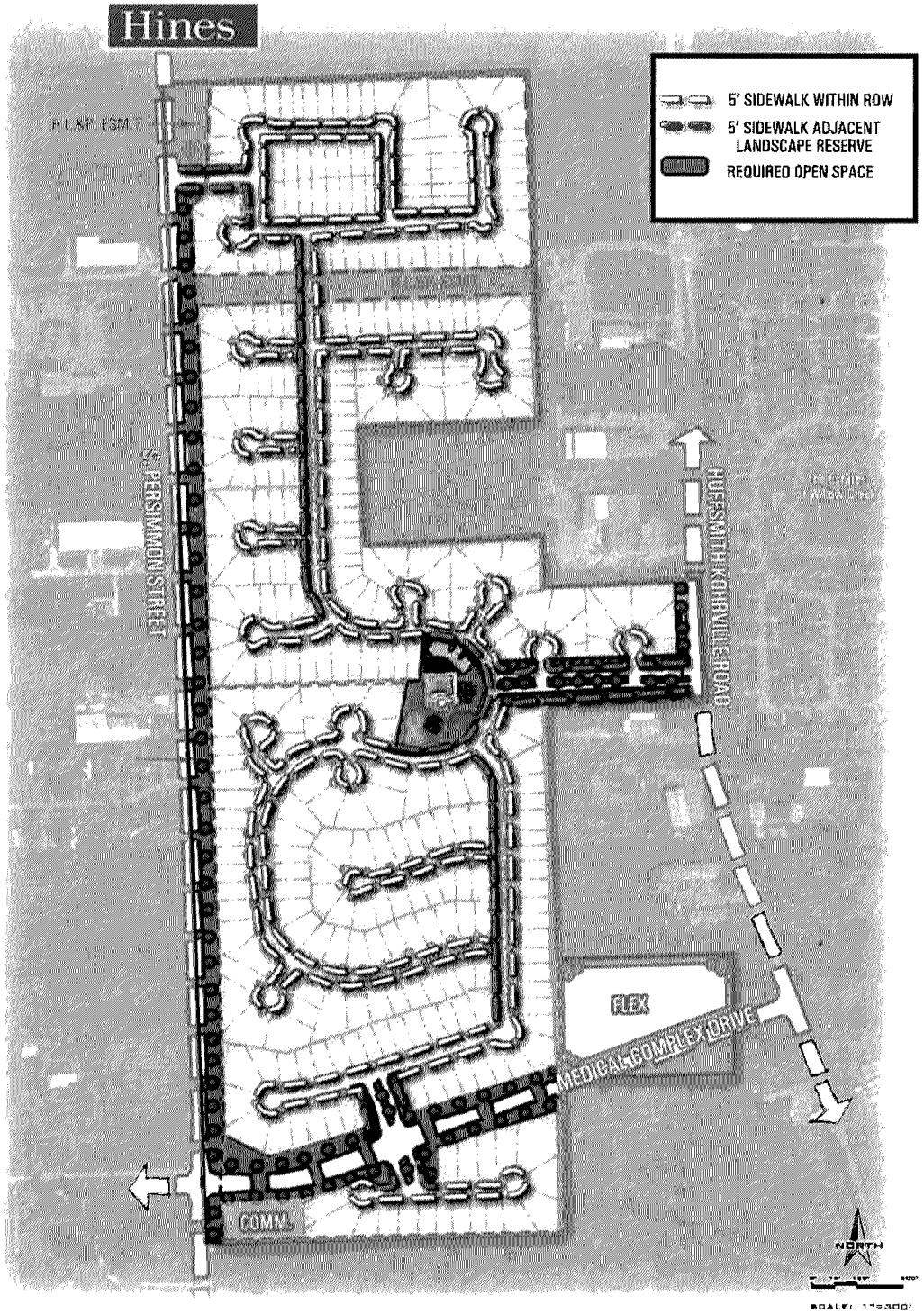
Exhibit "C"
Concept Plan



RABURN RESERVE

by

Hines



LANDSCAPE, OPEN SPACE AND AMENITIES PLAN

EXHIBIT B-3

EXHIBIT C

PUBLIC IMPROVEMENTS AND PROJECT COSTS

	BUDGET ITEM	PHASE 1	PHASE 2	PHASE 3	TOTAL
1	Cleaning, Grubbing, and Site Prep	235,500.00	113,000.00	141,000.00	$489,500.00
2	Water Distribution System	227,660.00	176,330.00	151,385.00	$555,375.00
3	Wastewater Collection System	422,620.00	388,180.00	300,820.00	$1,111,620.00
4	Storm Water Collection System (On-site)	834,180.00	312,530.00	142,080.00	$1,288,790.00
5	Storm Water Collection System (Off-site)	582,040.00			$582,040.00
6	Excavation and Paving	1,691,905.00	1,262,700.00	1,140,440.00	$4,095,045.00
7	Construction Staking Services (2.5%	99,847.63	56,318.50	46,893.13	$203,059.26
	Sub-Total Construction Cost	**4,093,752.63**	**2,309,058.50**	**1,922,618.13**	**8,325,429.26**
	Contingencies (10%)	409,375.26	230,905.85	192,261.81	832,542.93
	TOTAL CONSTRUCTION COSTS	**4,503,127.89**	**2,539,964.35**	**2,114,879.94**	**9,157,972.19**
	Drainage Impact Fees ($5,750/Acre)	224,250.00	169,625.00	202,400.00	$596,275.00
	Engineering Fees (14%)	630,437.90	355,595.01	296,083.19	$1,282,116.10
	Storm Water Pollution Prevention Plan (2.5%)	112,578.20	63,499.11	52,872.00	$228,949.31
	Geotechnical Eng. & Construction Materials Testing (2.5%	112,578.20	63,499.11	52,872.00	$228,949.31
	Sub-Total Impact Fees, Eng., SWPPP, Geotech. Eng. & Const. Materials Testing Fees	**1,079,844.30**	**652,218.23**	**604,227.19**	**2,336,289.72**
	TOTAL PRELIMINARY CONSTRUCTION COST ESTIMATE	**5,582,972.19**	**3,192,182.58**	**2,719,107.13**	**11,494,261.91**

Costs are estimates and final costs of the Public Improvements shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.

EXHIBIT D

RESERVED

EXHIBIT E

LANDOWNER CONSENT

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, A Texas limited partnership, as the landowner (the "Landowner") who collectively hold record title to all property located within the [_____ Public Improvement District] (the "PID") created by the City of Tomball pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within the PID, dated _____, 2019, including the Service and Assessment Plan and Assessment Rolls attached thereto (the "Assessment Ordinance"). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PID]

Landowner hereby declare and confirm that they collectively hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.

2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.

3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.

4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;

5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).

6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.

7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.

9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.

10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.

11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.

12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Harris County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.

13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.

14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.

15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 2019.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

_____, LP,
a Texas limited partnership

By:

By:

By: _____
Name:
Its

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____, as, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

EXHIBIT F

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the "City of Tomball, Texas, Special Assessment Revenue Bonds, Series 20__ (_____ Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the _____, LP Texas limited partnership (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

_____ the Developer Improvement Account of the Project Fund

from The Bank of New York Mellon Trust Company, N.A., (the "Trustee"), in the amount of _____ ($_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the _____ Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the _____ Public Improvement District and has no outstanding delinquencies for such Public Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety percent (90%) of the budgeted or contracted costs for the Public Improvements identified may be paid until the work with respect to such Public Improvements (or segment) has been completed and the City has accepted such Public Improvements (or segment).

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost Public Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account	Amount requested to be paid from the Developer Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, LP.,
a Texas limited partnership

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account	Amount to be paid by Trustee from Developer Improvement Account
$_____	$_____	$_____

CITY OF TOMBALL, TEXAS

By:_____

Name: _____

Title: _____

Date: _____

Exhibit F-4

EXHIBIT G

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, LP, (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the _____Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

c. X amount to Person or Account Y for Z goods or services.

d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, P, a Texas limited partnership

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
$_____	$_____	$_____

CITY OF TOMBALL, TEXAS

By:_____
Name: _____
Title: _____

Date: _____

Exhibit G-3

EXHIBIT H

HOME BUYER DISCLOSURE PROGRAM

The Assessment Company (as defined in the Service and Assessment Plan) for the _____ Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.

2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.

3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.

4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.

5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.

6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.

7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

The Developer and the Assessment Company shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

CITY OF TOMBALL

By:_____
Name:_____
Title: City Manager

ATTEST:

_____
City Secretary

Exhibit H-2

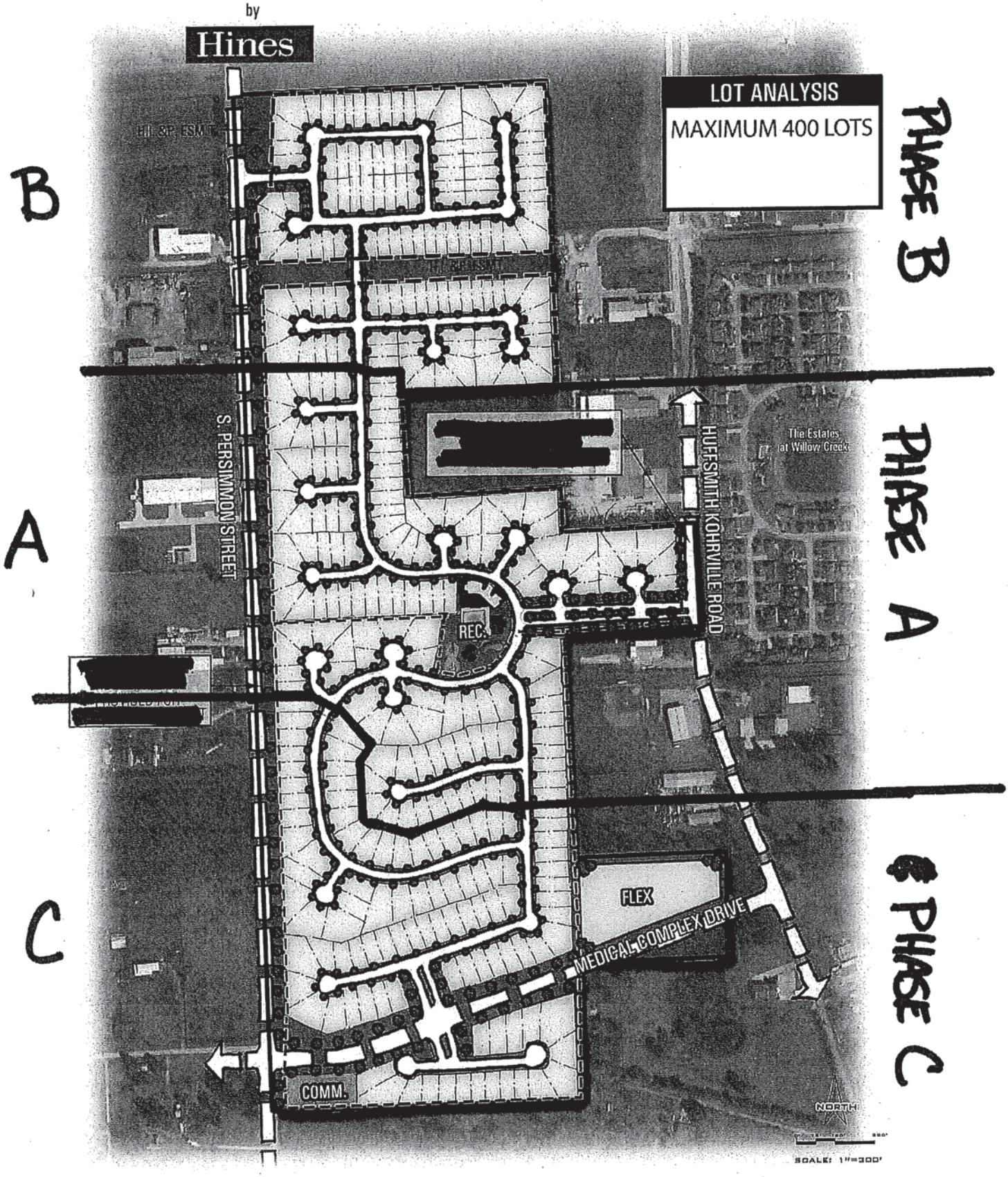
EXHIBIT I

DEVELOPMENT PHASES

RABURN RESERVE

by

Hines



SITE PLAN

EXHIBIT B-2

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

Approve Resolution No. 2019-41, a Resolution of the City Council of the City of Tomball, Texas, Authorizing and Creating the Raburn Reserve Public Improvement District in the City of Tomball, Harris County, Texas, in Accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters; and Providing an Effective Date (TPID 10)

Background:

Resolution No. 2019-41 creates TPID 10 and specifies the following:

- Advisability of the Proposed Improvements
- General Nature of the Authorized Improvements
- Estimated Costs of the Authorized Improvements and Apportionment of Costs
- Boundaries of the District
- Proposed Method of Assessment
- Apportionment of Cost Between the District and the City
- Management of the District

Origination:

HT Raburn Reserve Development, L.P.

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda:

Craig T. Meyers, P.E. Community Development Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-41

RESOLUTION NO. 2019-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND CREATING THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

* * * * * * * *

WHEREAS, the City of Tomball, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits; and

WHEREAS, on July 26, 2019, Raburn Commercial Resources, LLC a Texas limited liability company (the "*Petitioner*"), the owner of approximately 103.7 acres within the corporate limits of the City, submitted and filed with the City Secretary of the City a petition (the "*Petition*") requesting the establishment of a PID to be known as the Reserve at Raburn Public Improvement District (the "*District*") within the corporate limits of the City, such District to include the property depicted in Exhibit "A" and described by metes and bounds in Exhibit "B" (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, on July 26, 2019, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on August 5, 2019, the City Council accepted the Petition and called a public hearing for September 3, 2019, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on August 14, 2019; and,

WHEREAS, on August 16, 2019, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 3, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District, and closed such hearing on September 3, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on September 3, 2019, hereby finds and declares:

(a) *Advisability of the Proposed Improvements*. It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

(c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements,

together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is $15,000,000 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID The remaining costs of the proposed improvements will be paid from sources other than those described above.

(d) *Boundaries of the District.* 103.7 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located on the East Side of South Persimmon Road from Lizzie Lane to Agg Road. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above in the City of Tomball, Harris County, Texas, located within the Corporate Limits of the City of Tomball, Texas. The boundaries of the District are set forth in Exhibits "A" and "B" attached hereto.

(e) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

(f) *Apportionment of Cost Between the District and the City.* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

(g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That the Raburn Reserve Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the

boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That notice of this Resolution authorizing the District shall be given by publishing such notice once in a newspaper of general circulation in the City in which the District is to be located. Effective upon the publication of such notice, the District shall be established.

SECTION 6. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 7. That this Resolution shall take effect immediately from and after its passage and publication as required by law.

DULY RESOLVED by the City Council of the City of Tomball, Texas, on the day of _____, 2019.

[Signature Page Follows]

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

EXHIBIT A

Property Depiction

Exhibit A

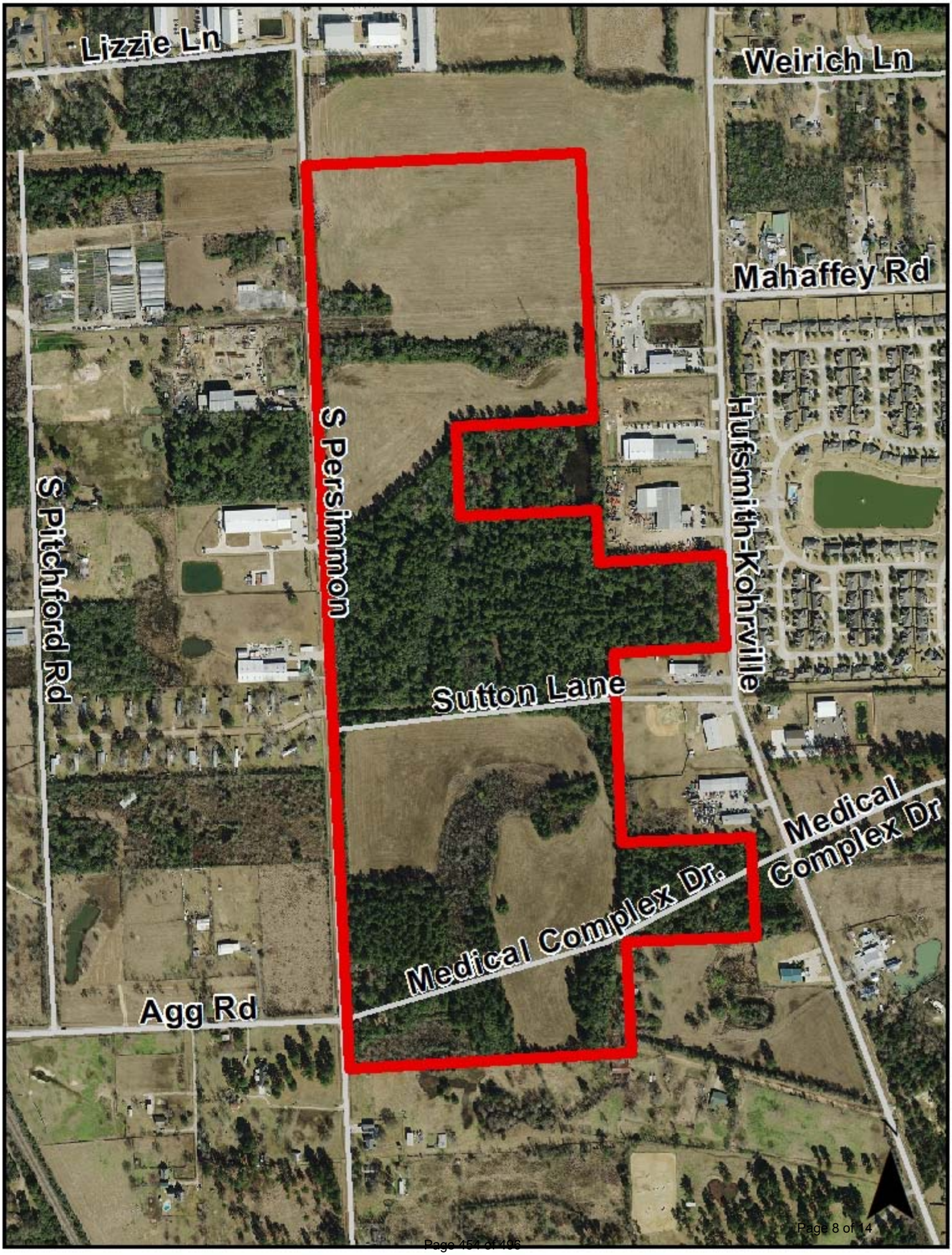

Lizzie Ln
Weirich Ln
Mahaffey Rd
S Persimmon
S Pitchford Rd
Hufsmith-Kohrville
Sutton Lane
Medical Complex Dr
Medical Complex Dr.
Agg Rd

EXHIBIT B
METES AND BOUNDS

EXHIBIT B

DESCRIPTION
TRACT 1

39.4982 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being those certain Outlots 355, 356, 358, 359, 361, 362, 363 and 364 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 39.4982 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail set in the Easterly right-of-way line of South Persimmon Road (30 foot right-of-way), for the Northwesterly corner of that certain Outlot 366 of said Corrected Map of Tomball Outlots and the Southwesterly corner of said Outlot 363;

Thence, N 02°26'40" W, along the Easterly right-of-way line of said South Persimmon Road, a distance of 1,480.41 feet to a PK Nail set at the intersection with the Southerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Northwesterly corner of said Outlot 355;

Thence, N 87°44'47" E, along the Southerly right-of-way line of said Sutton Lane, a distance of 1,160.10 feet to a 5/8 inch iron rod with cap set at the intersection with the Westerly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Northeasterly corner of said Outlot 356;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said 30 foot Unimproved right-of-way, a distance of 1,482.67 feet to a 5/8 inch iron rod with cap set for the Southeasterly corner of said Outlot 364 and the Northeasterly corner of that certain Outlot 367 of said Corrected Map of Tomball Outlots, from which a found 1/2 inch iron pipe bears N 87°51'27" E, 30.70 feet;

Thence, S 87°51'27" W, along the Northerly line of said Outlot 366 and 367, a distance of 1,162.57 feet to the POINT OF BEGINNING and containing 39.4982 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: A18-102.00D
Dwg. File: 1810200.dwg

DESCRIPTION
TRACT 2

4.9530 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being that certain Outlot 365 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 4.9530 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Easterly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Northwesterly corner of that certain called 10.27 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number G259047, the Southwesterly corner of said Outlot 365 and the Northwesterly corner of that certain Outlot 368 of said Corrected Map of Tomball Outlots;

Thence, N 02°32'22" W, along the Easterly right-of-way line of said 30 foot Unimproved right-of-way, a distance of 396.79 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of that certain Reserve "B" of the Final Plat of Calvary Baptist of Tomball Subdivision, a subdivision as shown on map or plat recorded under Film Code Number 520133 of the Map Records of Harris County, Texas and the Northwesterly corner of said Outlot 365;

Thence, N 87°15'10" E, along the Southerly line of said Reserve "B", a distance of 542.96 feet to a 5/8 inch iron rod with cap found for the Northwesterly corner of that certain Reserve "C" of said Final Plat of Calvary Baptist of Tomball Subdivision and the Northeasterly corner of said Outlot 365;

Thence, S 02°32'04" E, along the Westerly line of said Reserve "C", a distance of 397.96 feet to a 1/2 inch iron rod found for the most Northerly Northeast corner of said 10.27 acre tract and the Northeasterly corner of said Outlot 368;

Thence, S 87°22'37" W, along the Northerly line of said 10.27 acre tract and the Northerly line of said Outlot 368, a distance of 542.93 feet to the POINT OF BEGINNING and containing 4.9530 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: B18-102.00D
Dwg. File: 1810200.dwg

DESCRIPTION
TRACT 3

4.1376 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain Outlot 354 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 4.1376 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the Easterly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Southwesterly corner of that certain Tract C of Truss Houston, Inc., a subdivision as shown on map or plat recorded under Volume 335, Page 107 of the Map Records of Harris County, Texas and the Northwesterly corner of said Outlot 354, from which a found 1/2 inch iron rod bears S 87°47'53" W, 0.72 feet;

Thence, N 87°47'53" E, along the Southerly line of said Tract C, a distance of 478.88 feet to a 5/8 inch iron rod with cap found in the Westerly right-of-way line of Huffsmith Kohrville Road (right-of-way width varies);

Thence, S 02°08'45" E, along the Westerly right-of-way line of said Huffsmith Kohrville Road, a distance of 375.13 feet to a 1 inch iron rod found at the intersection with the Northerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod with cap bears N 61°10'47" W, 0.87 feet;

Thence, S 87°15'14" W, along the Northerly right-of-way line of said Sutton Lane, a distance of 476.29 feet to a 5/8 inch iron rod with cap set at the intersection with the Easterly right-of-way line of said 30 foot Unimproved right-of-way, for the Southwesterly corner of said Outlot 354, from which a found 1/2 inch iron rod bears N 87°15'14" E, 1.33 feet;

Thence, N 02°32'22" W, along the Easterly right-of-way line of said 30 foot Unimproved right-of-way, a distance of 379.66 feet to the POINT OF BEGINNING and containing 4.1376 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: C18-102.00D
Dwg. File: 1810200.dwg

DESCRIPTION
TRACT 4

55.1226 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being those certain Outlots 338, 339, 341, 342, 343, 344, 346, 349, 350, 352 and 353 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 55.1226 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Easterly right-of-way line of South Persimmon Road (30 foot right-of-way), for the Northwesterly corner of said Outlot 338;

Thence, N 87°35'04" E, along the Southerly line of that certain Lot 1 of Persimmon Properties, a subdivision as shown on map or plat recorded under Film Code Number 679815 of the Map Records of Harris County, Texas, a distance of 1,156.29 feet to a 5/8 inch iron rod with cap set in the Westerly right-of-way line of a Unimproved right-of-way (variable width right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Northeasterly corner of said Outlot 339, from which a found 5/8 inch iron rod with cap bears N 49°09'38" W, 3.69 feet;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said Unimproved right-of-way, a distance of 1,132.81 feet to a 5/8 inch iron rod with cap set for the Northeasterly corner of that certain Outlot 347 of said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod bears S 87°44'47" W, 6.90 feet;

Thence, S 87°44'47" W, along the common line of said Outlots 344 and 347, a distance of 584.30 feet to a 5/8 inch iron rod with cap set for the common corner of said Outlots 343, 344, 346 and 347;

Thence, S 02°18'20" E, along the common line of said Outlots 346 and 347, a distance of 377.60 feet to a 5/8 inch iron rod with cap set for the common corner of said Outlots 346, 347, 349 and 350;

Thence, N 87°44'47" E, along the common line of said Outlots 347 and 350, a distance of 585.84 feet to a 5/8 inch iron rod with cap set in the Westerly right-of-way line of said Unimproved right-of-way, for the Southeasterly corner of said Outlot 347, from which a found 5/8 inch iron rod bears S 87°44'47" W, 4.31 feet;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said Unimproved right-of-way, a distance of 755.21 feet to a 5/8 inch iron rod with cap found at the intersection with the Northerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Southeasterly corner of said Outlot 353, from which a found 5/8 inch iron rod bears N 57°57'42" W, 2.35 feet;

Thence, S 87°44'47" W, along the Northerly right-of-way line of said Sutton Lane, a distance of 1,160.05 feet to a PK Nail set at the intersection with the Easterly right-of-way line of said South Persimmon Road, for the Southwesterly corner of said Outlot 352;

Thence, N 02°26'40" W, along the Easterly right-of-way line of said South Persimmon Road, a distance of 2,262.34 feet to the POINT OF BEGINNING and containing 55.1226 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: D18-102.00D
Dwg. File: 1810200.dwg

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:
Approve Resolution No. 2019-42, a Resolution of the City Council of the City of Tomball, Texas, Calling for a Public Hearing on the Addition of Land to the Raburn Reserve Public Improvement District Located within the City of Tomball (TPID 10)

Background:

Origination:
HT Raburn Reserve Development, L.P.

Recommendation:
Approval

Party(ies) responsible for placing this item on agenda:
Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-42 - Public Hearing

RESOLUTION NO. 2019-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, CALLING FOR A PUBLIC HEARING ON THE ADDITION OF LAND TO THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT LOCATED WITHIN THE CITY OF TOMBALL

* * * * * * * *

WHEREAS, the City of Tomball, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits; and

WHEREAS, on July 26, 2019, Raburn Commercial Resources, LLC a Texas limited liability company (the "*Petitioner*"), the owner of approximately 103.7 acres within the corporate limits of the City, submitted and filed with the City Secretary of the City a petition (the "*Petition*") requesting the establishment of a PID to be known as the Raburn Reserve Public Improvement District (the "*PID*") within the corporate limits of the City, such District to include the property depicted and described by metes and bounds in Exhibit "A" (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, on July 26, 2019, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on August 5, 2019, the City Council accepted the Petition and called a public hearing for September 3, 2019, on the creation of the PID and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the PID is to be located on August 14, 2019; and,

WHEREAS, on August 16, 2019, notice to the owners of property within the proposed PID was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed PID containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 3, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the PID, and closed such hearing on September 3, 2019.

WHEREAS, on October 7, 2019, the City Council approved by Resolution the creation of the "Raburn Reserve Public Improvement District" with boundaries containing approximately 103.7 acres; and

WHEREAS, the City has abandoned certain rights-of-way that will be included in the development but were not previously included within the boundaries of the PID; and

WHEREAS, such rights-of-way will be abandoned and included in the PID for the purposes of residential lot development and as such, should be included within the boundaries of the PID; and

WHEREAS, the City, the Petitioner and the developer of the property wish to include in the boundaries of the PID the approximately two acres of rights-of-way as depicted in Exhibit A attached hereto (the "Additional Land");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

SECTION 1: That a public hearing is hereby scheduled at 6:00 P.M. on November 4, 2019, in the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 to receive public comment on the inclusion of the Additional Land within the PID as shown on the map attached hereto as Exhibit A; and

SECTION 2: That notice of said hearing, in the substantially final form set forth in Exhibit B attached hereto, with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City and in a newspaper of general circulation in the City before the 15th day prior to the hearing as required by the Act; and

SECTION 3: That written notice, in the substantially final form set forth in Exhibit B attached hereto with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment within the PID, before the 15th day prior to the date set for the hearing; and

SECTION 4: That all of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein; and

SECTION 5: That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision; and

SECTION 6: That this Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

[Signature Page Follows]

DULY RESOLVED by the City Council of the City of Tomball, Texas, on the 7th day of October 2019.

Gretchen Fagan
Mayor

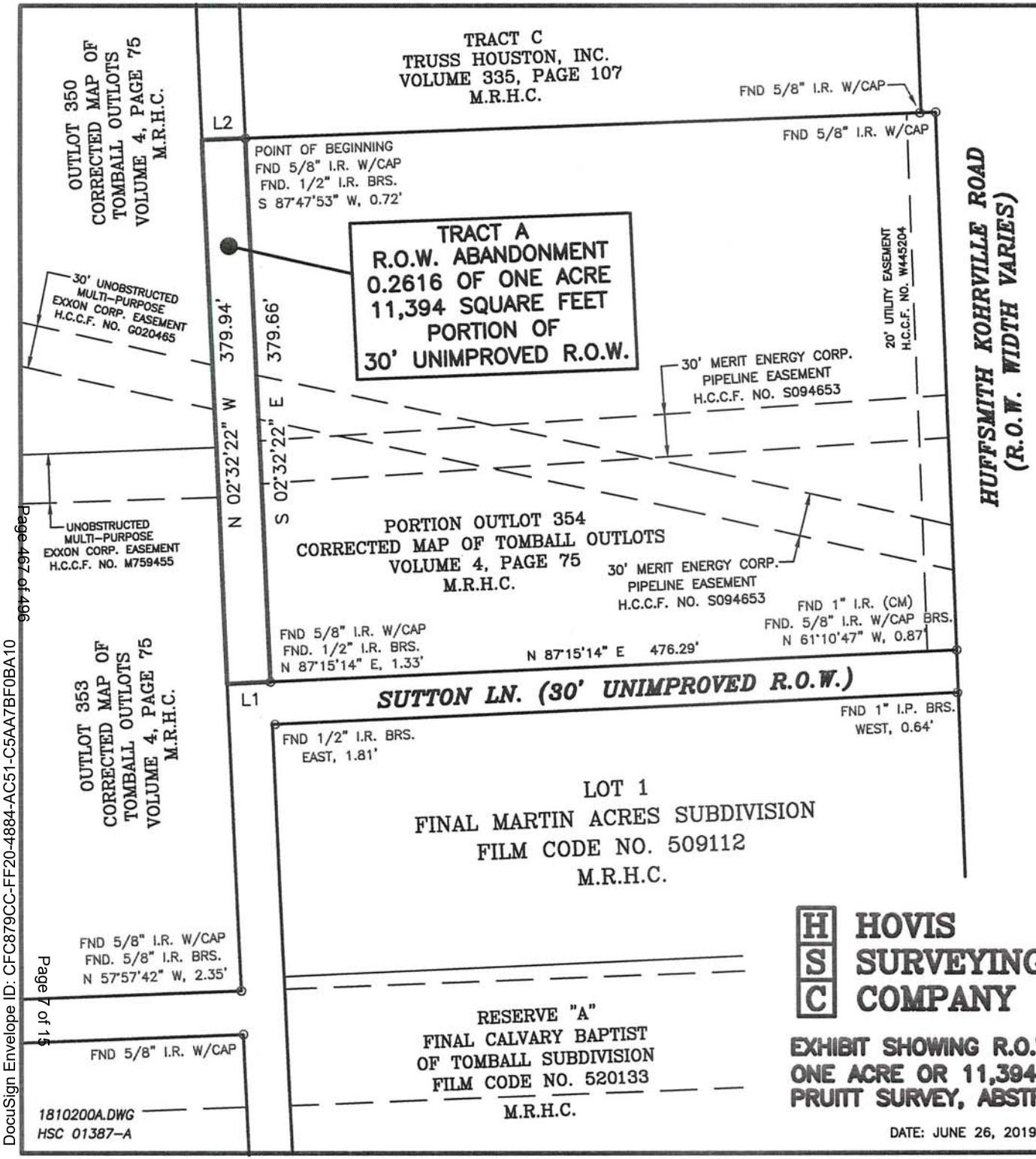
ATTEST:

Doris Speer
City Secretary

Resolution Calling for Public Hearing

EXHIBIT A

ADDITIONAL LAND



LEGEND:

D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
F.C. NO. = FILM CODE NUMBER
H.C.C.F. NO. = HARRIS COUNTY CLERK'S FILE NUMBER
I.R. = IRON ROD
M.R.H.C. = MAP RECORDS OF HARRIS COUNTY

LINE	DISTANCE	BEARING
L1	30.00'	S 87°15'14" W
L2	30.00'	N 87°47'53" E

NOTES:

1. This survey was performed without the benefit of a current title report therefore all easements and other matters of record which may have been granted may not be shown hereon.
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204)
3. Surveyor did not abstract tract.
4. Tract being more particularly described by separate metes and bounds. See HSC file number E18-102.00D.

STATE OF TEXAS
REGISTERED
HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Registered Professional Land Surveyor

HOVIS SURVEYING COMPANY
Land Surveys – Computer Mapping
5000 Cabbage – Spring, Texas 77379
(281) 320-9591
Acreage – Residential – Industrial – Commercial
Texas Firm Registration No. 10030400

EXHIBIT SHOWING R.O.W. ABANDONMENT (TRACT A-0.2616 OF ONE ACRE OR 11,394 SQUARE FEET) SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT 629, CITY OF TOMBALL, TEXAS.

DATE: JUNE 26, 2019 SCALE: 1" = 100' JOB NO.: 18-102-00

Exhibit A

DocuSign Envelope ID: CFC879CC-FF20-4884-AC51-C5AA7BF0BA10

DocuSign Envelope ID: CFC879CC-FF20-4884-AC51-C5AA7BF0BA10

DESCRIPTION
TRACT A
R.O.W. ABANDONMENT
WEST OF TOMBALL OUTLOT 354

0.2616 of one acre or 11,394 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain 30 foot Unimproved right-of-way as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 0.2616 of one acre or 11,394 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found in the Easterly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Southwesterly corner of that certain Tract C of Truss Houston, Inc., a subdivision as shown on map or plat recorded under Volume 335, Page 107 of the Map Records of Harris County, Texas and the Northwesterly corner of that certain Outlot 354 of said Corrected Map of Tomball Outlots, from which a found 1/2 inch iron rod bears S 87°47'53" W, 0.72 feet;

Thence, S 02°32'22" E, along the Easterly right-of-way line of said 30 foot Unimproved right-of-way and the Westerly line of said Outlot 354, a distance of 379.66 feet to a 5/8 inch iron rod with cap found at the intersection with the Northerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Southwesterly corner of said Outlot 354, from which a 1/2 inch iron rod bears N 87°15'14" E, 1.33 feet;

Thence, S 87°15'14" W, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to the Easterly line of that certain Outlot 353 of said Corrected Map of Tomball Outlots;

Thence, N 02°32'22" W, along the Easterly line of said Outlot 353 and the Easterly line of that certain Outlot 350 of said Corrected Map of Tomball Outlots, a distance of 379.94 feet to a point for corner;

Thence, N 87°47'53" E, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.2616 of one acre or 11,394 square feet of land.

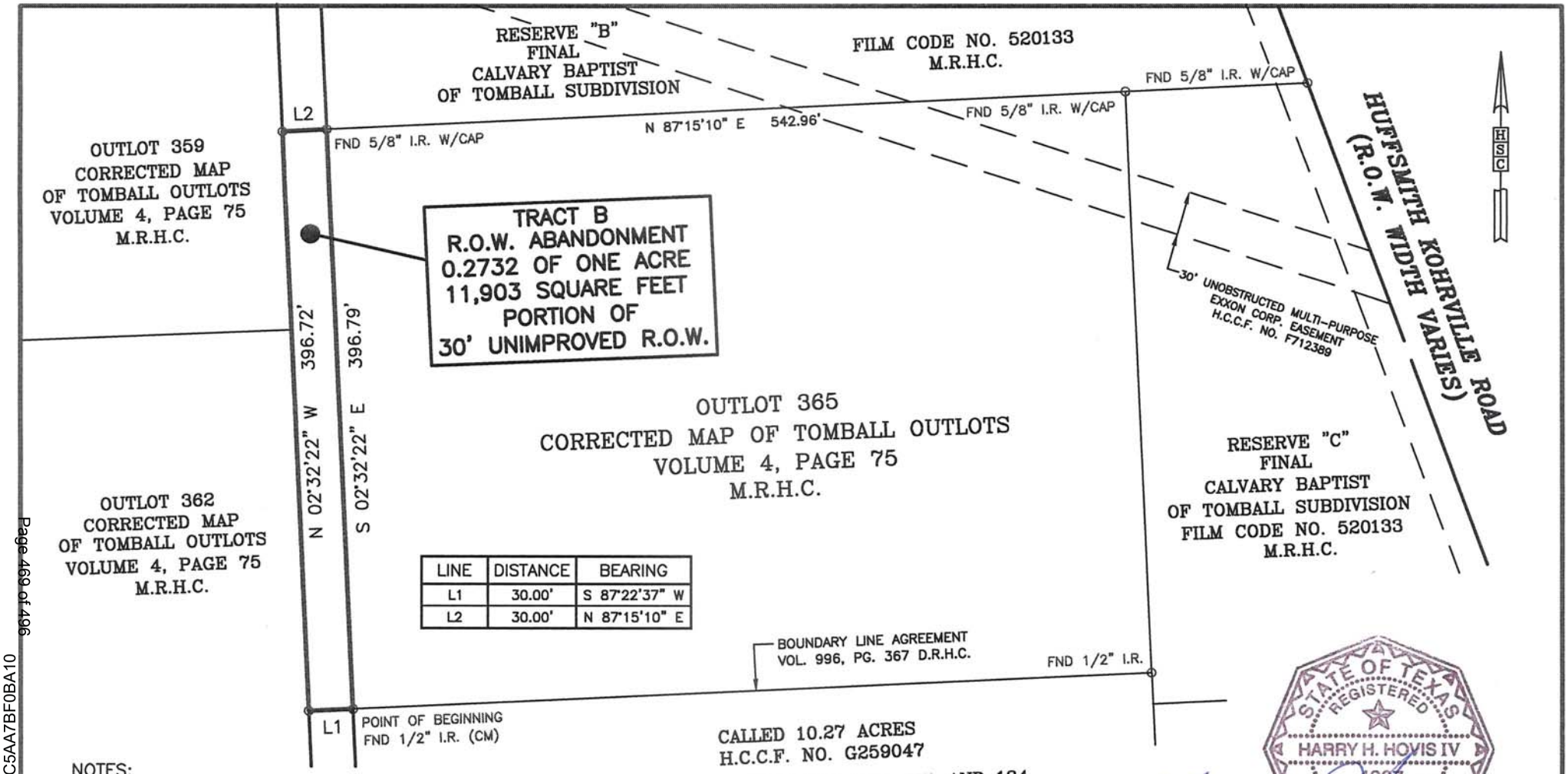
BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 01387-A)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____

Date: June 26, 2019
Job No: 18-102-00
Dwg No: HSC 01387-A
File No: E18-102.00D
Dwg. File: 1810200A.dwg



LINE	DISTANCE	BEARING
L1	30.00'	S 87°22'37" W
L2	30.00'	N 87°15'10" E

NOTES:

1. This survey was performed without the benefit of a current title report therefore all easements and other matters of record which may have been granted may not be shown hereon.
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204)
3. Surveyor did not abstract tract.
4. Tract being more particularly described by separate metes and bounds. See HSC file number F18–102.00D.

LEGEND:

D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
F.C. NO. = FILM CODE NUMBER
H.C.C.F. NO. = HARRIS COUNTY CLERK'S FILE NUMBER
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STATE OF TEXAS
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5000 Cabbage – Spring, Texas 77379
(281) 320–9591
Acreage – Residential – Industrial – Commercial
Texas Firm Registration No. 10030400

EXHIBIT SHOWING R.O.W. ABANDONMENT (TRACT B–0.2732 OF ONE ACRE OR 11,903 SQUARE FEET) SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT 629, CITY OF TOMBALL, TEXAS.

DATE: JUNE 26, 2019 SCALE: 1" = 100' JOB NO.: 18–102–00

1810200B.DWG
HSC 01387–A–1

DocuSign Envelope ID: CFC879CC-FF20-4884-AC51-C5AA7BF0BA10

DocuSign Envelope ID: CFC879CC-FF20-4884-AC51-C5AA7BF0BA10

_ _SCRIPTION
TRACT B
R.O.W. ABANDONMENT
WEST OF TOMBALL OUTLOT 365

0.2732 of one acre or 11,903 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain 30 foot Unimproved right-of-way as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 0.2732 of one acre or 11,903 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Easterly right-of-way line of said 30 foot Unimproved right-of-way, for the Northwesterly corner of that certain called 10.27 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number G259047, the Southwesterly corner of that certain Outlot 365 of said Corrected Map of Tomball Outlots and the Northwesterly corner of that certain Outlot 368 of said Corrected Map of Tomball Outlots;

Thence, S 87°22'37" W, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to the Easterly line of that certain Outlot 362 of said Corrected Map of Tomball Outlots;

Thence, N 02°32'22" W, along the Easterly line of said Outlot 362 and the Easterly line of that certain Outlot 359 of said Corrected Map of Tomball Outlots, a distance of 396.72 feet to a point for corner;

Thence, N 87°15'10" E, severing said 30 foot Unimproved right-of-way, a distance of 30.00 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of that certain Reserve "B" of Final Calvary Baptist of Tomball Subdivision, a subdivision as shown on map or plat recorded under Film Code Number 520133 of the Map Records of Harris County, Texas and the Northwesterly corner of said Outlot 365, from which a 5/8 inch iron rod with cap found for the Northwesterly corner of that certain Reserve "C" of said Final Calvary Baptist of Tomball Subdivision and the Northeasterly corner of said Outlot 365 bears N 87°15'10" E, 542.96 feet;

Thence, S 02°32'22" E, along the Westerly line of said Outlot 365, a distance of 396.79 feet to the POINT OF BEGINNING and containing 0.2732 of one acre or 11,903 square feet of land.

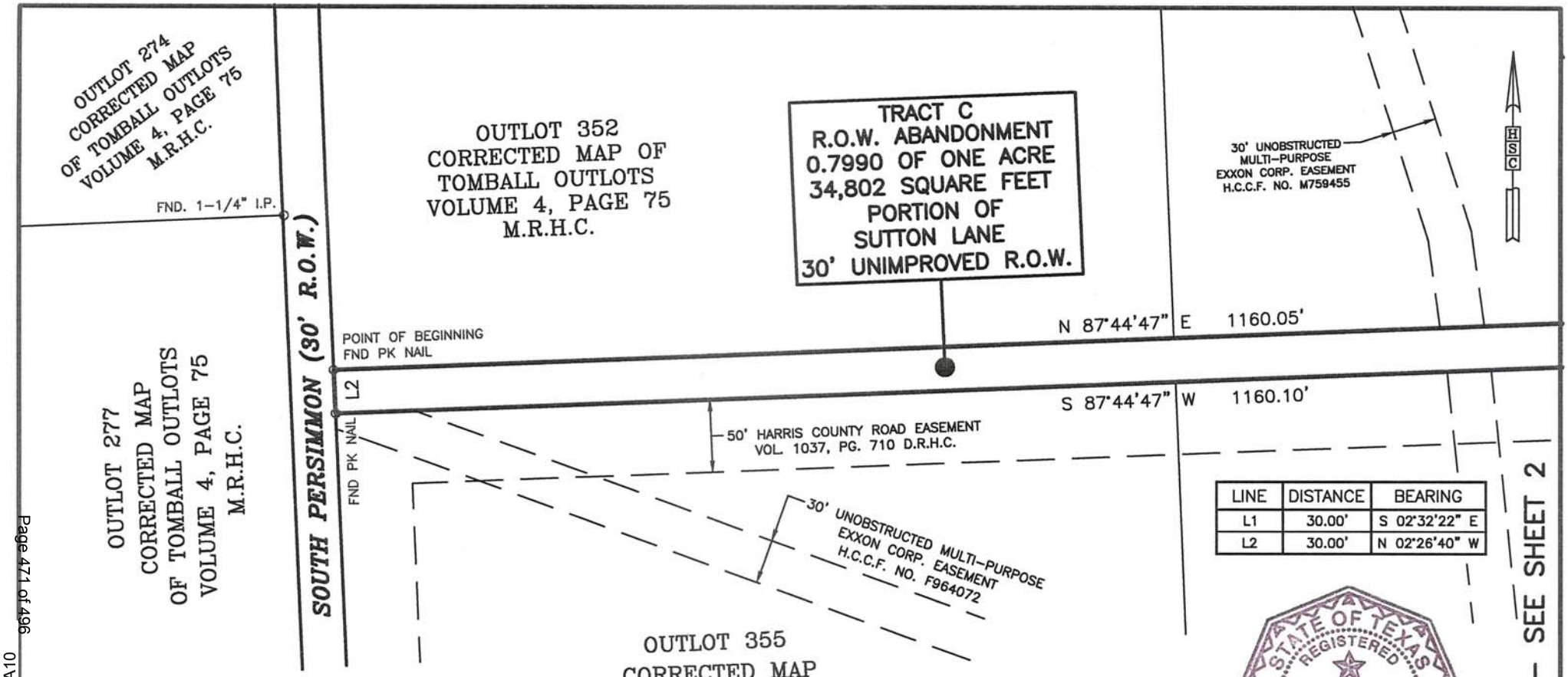
BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 01387-A-1)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____

Date: June 26, 2019
Job No: 18-102-00
Dwg No: HSC 01387-A-1
File No: F18-102.00D
Dwg. File: 1810200B.dwg



LINE	DISTANCE	BEARING
L1	30.00'	S 02°32'22" E
L2	30.00'	N 02°26'40" W

NOTES:

1. This survey was performed without the benefit of a current title report therefore all easements and other matters of record which may have been granted may not be shown hereon.
2. Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204)
3. Surveyor did not abstract tract.
4. Tract being more particularly described by separate metes and bounds. See HSC file number G18-102.00D.

LEGEND:

D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
F.C. NO. = FILM CODE NUMBER
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STATE OF TEXAS
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HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Registered Professional Land Surveyor

SHEET 1 OF 2

HOVIS SURVEYING COMPANY
Land Surveys – Computer Mapping
5000 Cabbage – Spring, Texas 77379
(281) 320-9591
Acreage – Residential – Industrial – Commercial
Texas Firm Registration No. 10030400

EXHIBIT SHOWING R.O.W. ABANDONMENT (TRACT C-0.7990 OF ONE ACRE OR 34,802 SQUARE FEET) SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT 629, CITY OF TOMBALL, TEXAS.

DATE: JUNE 26, 2019 SCALE: 1" = 100' JOB NO.: 18-102-00

1810200C.DWG
HSC 01387-A-2

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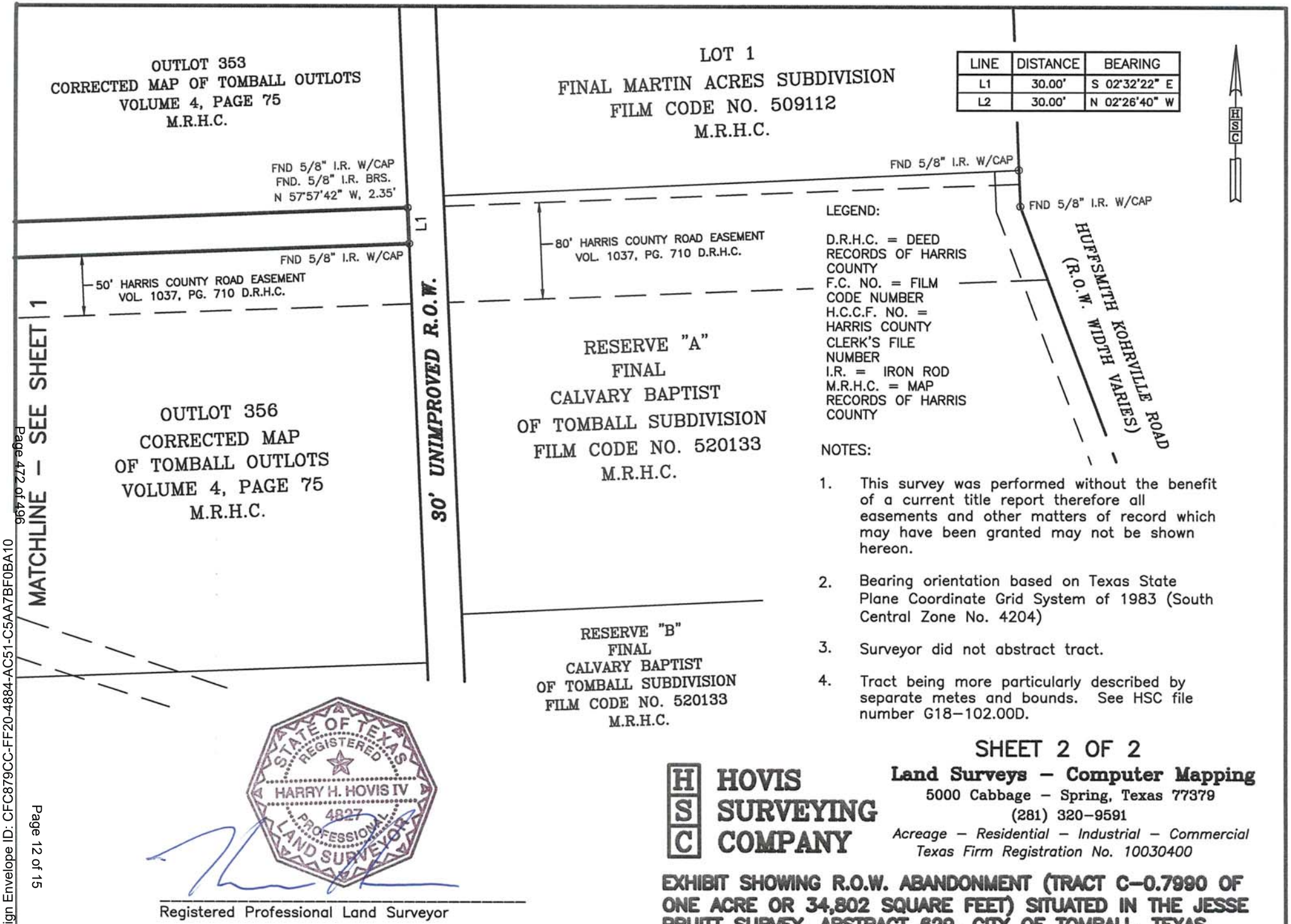

LINE	DISTANCE	BEARING
L1	30.00'	S 02°32'22" E
L2	30.00'	N 02°26'40" W

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DESCRIPTION
TRACT C
R.O.W. ABANDONMENT
PORTION OF SUTTON LANE

0.7990 of one acre or 34,802 square feet of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain Sutton Lane (30 foot Unimproved right-of-way) as shown on Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 0.7990 of one acre or 34,802 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail found in the Easterly right-of-way line of South Persimmon (30 foot right-of-way), for the Southwesterly corner of that certain Outlot 352 of said Corrected Map of Tomball Outlots;

Thence, N 87°44'47" E, along the Southerly line of said Outlot 352 and the Southerly line of that certain Outlot 353 of said Corrected Map of Tomball Outlots, a distance of 1,160.05 feet to a 5/8 inch iron rod with cap found at the intersection with the Westerly right-of-way line of 30 foot Unimproved right-of-way as shown on said map or plat of said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod bears N 57°57'42" W, 2.35 feet;

Thence, S 02°32'22" E, along the Westerly line of said 30 foot Unimproved right-of-way, a distance of 30.00 feet to a 5/8 inch iron rod with cap found for the Northeasterly corner of that certain Outlot 356 of said Corrected Map of Tomball Outlots;

Thence, S 87°44'47" W, along the Northerly line of said Outlot 356 and the Northerly line of that certain Outlot 355 of said Corrected Map of Tomball Outlots, a distance of 1,160.10 feet to a PK Nail found in the Easterly right-of-way line of said South Persimmon, for the Northwesterly corner of said Outlot 355;

Thence, N 02°26'40" W, along the Easterly right-of-way line of said South Persimmon, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.7990 of one acre or 34,802 square feet of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 01387-A-2)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____

Date: June 26, 2019
Job No: 18-102-00
Dwg No: HSC 01387-A-2
File No: G18-102.00D
Dwg. File: 1810200C.dwg

EXHIBIT B

NOTICE OF PUBLIC HEARING OF THE CITY OF TOMBALL, TEXAS TO CONSIDER THE ADVISABILITY OF ADDING LAND TO THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT LOCATED WITHIN THE CITY

NOTICE IS HEREBY GIVEN THAT the City Council (the "City Council") of the City of Tomball, Texas (the "City"), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), will hold a public hearing at 6:00 p.m. on November 4, 2019, in the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 for the purpose of considering the addition of approximately two acres of land to the Raburn Reserve Public Improvement District.

The Raburn Reserve Public Improvement District (the "PID") was created by Resolution of the City Council on October 7, 2019 and the City and property owners of approximately two (2) acres of land (the "Additional Land") now wish to add such land to the boundaries of the PID.

GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS: The general nature of the proposed public improvements within the PID (collectively, the "Authorized Improvements") may include: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is $15,000,000 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The

remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

BOUNDARIES OF THE PROPOSED PID: Approximately 105 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located on the East Side of South Persimmon Road from Lizzie Lane to Agg Road (such approximately 105 acres to include the Additional Land to be added to the PID). A metes and bounds description of the PID Boundaries and the boundary of the Additional Land is available for inspection at the offices of the City Secretary at the location described above.

All interested persons are invited to attend such public hearing to express their views with respect to the inclusion of the Additional Land within the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

THE CITY OF TOMBALL, TEXAS

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

Approve Contract with Oller Engineering, Inc. for Engineering Design and Inspection for Rehabilitation of the North Sanitary Sewer Basin for a Total of $110,275.00

Background:

Staff completed a Wastewater Master Plan in 2017 which provided information about sewer lines in the City that were receiving excess amounts of infiltration during significant rain events. The information obtained during the master plan were utilized to conduct testing on areas of the North Basin, the area showing the highest amounts of infiltration, testing concurred with the master plan developed.

The engineering contract with Oller Engineering, Inc. would allow for the design of the repairs need within this basin as well as construction oversight and staff training for observation and repair of rehabilitated lines for future use.

Origination:

Public Works Department

Recommendation:

Staff recommends approval of engineering contract with Oller Engineering, Inc. for a total amount of $110,275.00.

Funding:

Yes

Account Number:400-614-6409

Party(ies) responsible for placing this item on agenda:

Beth Jones, Public Works Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

OEI Contract

beyond engineering

September 27, 2019

Ms. Beth Jones, PE, CFM
Director of Public Works
501 James Street
Tomball, TX 77357

Re: Proposal for Engineering Design Services and Inspection/Training for Sanitary Sewer Rehab North Basin 5

Dear Beth:

As we discussed on Monday 23 September 2019, OEI proposes to provide Engineering Design Services for the rehabilitation of the sanitary sewer system in North Basin 5. This includes preparing detailed plans and specifications for burst-in-place line replacement and Cured In Place Pipe (CIPP) lining. In addition, a small section of pipe on Rudel Street will require excavation and replacement along with repairing an existing service connection. Manholes on this line shall be repaired and lined with sealant as well. TCEQ notice of repair shall be completed as part of our services and a TxDOT traffic control plan shall be prepared for work along Tomball Parkway. Due to anticipated review lead times from TCEQ and TxDOT, we are aiming to have the project ready for bid by mid-December of this year.

Additionally, OEI is proposing Inspection/Inspection Training of City staff on the inspection and observation of the repair of the proposed rehabilitation of North Basin 5 and other related sanitary sewer issues commonly encountered in construction and repair work.

OEI's proposed fees for these items are:

Design Plans and Specifications	$82,675.00
Inspection & Training On-site	$27,600.00

Thank you for the opportunity to work with the City and your staff. Should you have any questions, please call me at your convenience.

Kindest Regards,
Oller Engineering, Inc.

Rich Oller, PE, CPM

ENGINEERING SERVICES AGREEMENT

This agreement effective the _____ day of _____, A.D. 20__, between the **City of Tomball, Texas** (hereinafter referred to as "Owner") and **OEI, INC.** (hereinafter referred to as "Engineer"), for professional Engineering services, hereinafter referred to as the **Sanitary Sewer Rehabilitation North Basin 5** as further detailed in the Scope of Services attached hereto as Exhibit "A".

SECTION 1 – SERVICES

1.1 Engineer agrees to consult and define and clarify Owner's requirements for a specific project; to advise Owner as to the necessity of providing data or services; to identify and analyze any governmental requirements, including by not limited to, mitigating measures identified in any environmental assessment; to identify and evaluate alternate solutions available to Owner after consultation with Owner as Engineering services, all as further outlined in the written Scope of Services attached hereto as Exhibit "A" (the "Scope of Services") and incorporated herein for all purposes, and Owner agrees to pay Engineer the amounts of money for the services and at the times specified on Exhibit "A". (Optional – Engineer's Inspection Obligation attached as Exhibit "B").

1.2 The parties agree that the Scope of Services sets forth the items to be performed by the Engineer under the terms of this agreement, and that the Engineer is not obligated to perform any services which are not specified upon the Scope of Services and the Scope of Services may not be modified by either of the parties hereto unless such modifications are in written form and signed by the duly authorized representatives of both parties and specifically designed as an amendment to the Scope of Services. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services as amended and or supplemented from time to time. These services will be paid for by Owner.

1.3 When Additional Services are required by this Agreement in connection with performance of furnishing of Engineer's services, Engineer shall perform or furnish without waiting for authorization from Owner. Required Additional Services will be paid by the Owner. Engineer shall advise Owner in writing promptly after starting any such Additional Services.

1.4 Required additional services include services in connection with work change directives and change orders to reflect changes requested by Owner if, because of the method of compensation agreed upon by Owner and Engineer, the resulting change in compensation for services is not commensurate with the extent of additional services rendered.

1.5 Required additional services include services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution which is appropriate for the project or an excessive number of substitutions.

1.6 Required additional services include services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment or energy shortages.

1.7 Required additional services include extended services during construction made necessary by work damaged by fire or other cause during construction; a significant amount of defective work, neglected or delayed work by a contractor; acceleration of the progress schedule involving services beyond normal working hours; or default by a contractor.

1.8 Required additional services include an evaluation of an unreasonable claim or an excessive number of claims submitted by a contractor or others in connection with the work.

1.9 Engineer is obligated to use the standard of care for all professional Engineers which is designated to be the care and skill ordinarily used by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, expressed or implied, of any kind under this agreement, or otherwise, in connection with Engineer's services, and Engineer neither guarantees the performance of any contractor, nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, and Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier regarding the work to be performed, including any decision made or interpretations or clarifications of contract documents given by the Owner without consultation and advice of the Engineer.

1.10 Engineer assumes no responsibility for the accuracy of opinions regarding the total project cost, and Owner understands that opinions of total project costs are good faith estimates only and represent the opinion of the

Engineer. Engineer shall be responsible for the technical accuracy of its services and documents, and Engineer shall correct any deficiencies discovered therein without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the Owner.

1.11 The Engineer shall have no responsibility for the handling of, removal, or disposal of hazardous materials in any form at the site, including but not limited to, asbestos, asbestos products, polychlorinated biphenyles (PCBs), or any other toxic substance as currently defined by law or as may be defined in the future by law, and Engineer shall never be an "arranger," "operator," "generator," or "transporter," as those terms are now or hereafter may be defined by law.

SECTION 2 – OWNER'S RECOGNITION OF RISK

2.1 Owner shall be responsible for, and Engineer is entitled to rely upon, the accuracy and completeness of all instructions, reports, data, or other information, which may be furnished by Owner to Engineer. Owner recognizes that environmental, geotechnical, and surveying conditions may vary from those encountered at the time and locations where data has been obtained, either by the Owner or the Engineer, and that the limitation on available data or the furnishing of incomplete or inaccurate data may result in a level of uncertainty with respect to the investigation of various conditions, despite the use of the professional standard of care. The risk (which is inherent in any project) may result in increased project cost, and Owner agrees that Engineer shall have no liability for such increased costs.

2.2 Owner-furnished data that may be relied upon by Engineer is limited to printed copies of the material. No electronic media format of text, data or graphics shall be deemed to be reliable, and Owner agrees to cause to be converted to printed copies all formats of electronic media.

SECTION 3 – USE OF DOCUMENTS

3.1 All documents furnished by Engineer are deemed to be instruments of service for use on this specific project. Engineer retains all Ownership and property interests therein (including the right of reuse at the discretion of Engineer) whether or not the specific project, which is the subject of this contract, is completed. The documents are not intended or represented to be suitable for any type of reuse by Owner, and in the event of any such reuse, such reuse will be at Owner's sole risk and without liability or legal exposure to Engineer, and Owner shall indemnify and hold harmless Engineer and all of Engineer's employees, agents and parties in privity with it from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any such reuse.

SECTION 4 – SUSPENSION

4.1 If Engineer's agreed upon services under this contract are delayed or suspended in whole or in part by Owner, or if Engineer's services are extended by a contractor's actions or inactions for more than 90 days from the various time periods form the estimated time table as contained upon the bid documents, through no fault of Engineer, Engineer shall be entitled to an equitable adjustment of the rates and amounts of compensation to reflect the incremental costs incurred by Engineer in connection with, among other things, the delay or suspension and the reactivation of this agreement and the extension of the time for performance.

SECTION 5 - OWNER'S RESPONSIBILITIES

5.1 Owner shall provide to Engineer full criteria and full information as to Owner's requirements for this project, including design objectives, opinions of independent consultants, any constraints, and performance requirements. Owner shall also furnish budgetary limitations, if applicable, and shall furnish copies of any and all design and/or construction standards which Owner will require Engineer to include in any drawings or specifications. Owner shall also provide full, complete and safe access, whether upon public or private lands, to the project site. Owner shall designate in writing a person to act as Owner's representative with respect to the services to be performed or furnished by the Engineer under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the project.

5.2 Owner shall also provide to Engineer additional project related information and data as is reasonable required by Engineer, including but not limited to, property descriptions, zoning, deed, or any restrictions, information regarding easements, rights of way or any other special surveys or data, results of any explorations and/or tests of subsurface conditions, and the results of any environmental assessment, audit, or investigation.

5.3 Owner shall, through its designated representative, prior to commencement of services hereunder, and continuing through the entire contract term, notify of any possible health or safety hazard known to or suspected by Owner which might exist on or near any site where services are being performed under this agreement and no known hazards currently exist.

5.4 Owner shall, through its designated representative, provide to Engineer, on plans to be furnished by Owner to Engineer, the locations of surface and subsurface structures, such as pipes, tanks, cables and utilities which are known to or suspected by Owner. Owner shall give Engineer prompt written notice of any suspected defect in Engineer's

services and allow Engineer a reasonable time period in which to cure such defect.

5.5 Owner shall also provide reviews, approvals, and permits from any and all governmental authorities having jurisdiction to approve all phases of the project covered by this agreement. Owner shall further provide accounting, bond and financial advisory, independent cost estimating, insurance counseling services, legal and auditing services, and placement and payment for advertisement for bids and appropriate publications, as well as inspection and monitoring services to verify contractor is complying with all laws, regulations, and taking all necessary safety precautions.

SECTION 6 - ALLOCATION OF RISK

6.1 To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, Engineer and Engineer's officers, directors, partners, employees, agents, members, managers, representatives, legal representatives consultants, successors and assigns and anyone in privity with Engineer shall have no liability for any and all claims, causes of action, demands, expenses losses, costs, attorney's fees, and/or liabilities in law or in equity, or damages whatsoever arising out of or resulting from or in any way related to the project the subject of this contract, unless the claim, cause of action, demand, expense, cost, loss, attorney's fees, and/or liabilities in law or equity or damage result from negligence, professional errors or omissions of the Engineer or Engineer's officers, directors, partners, employees, or anyone in privity with Engineer, and Engineer expressly disclaims, with the full approval and consent of the Owner all special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the services being performed under this contract unless from said negligence, professional errors or omissions.

6.2 To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, and/or employees, members, managers, representatives, legal representatives in the performance and furnishing of Engineer's services under this contract.

6.3 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, agents, members, managers, representatives, legal representatives, consultants, and anyone in privity with Engineer against any and all costs, causes of action, demands, expenses losses, attorney's fees, and/or liabilities in law or in equity losses and damages (including, but not limited to, all fees and charges of Engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and Owner's consultants with respect to this agreement.

SECTION 7- PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

7.1. Methods of Payment for Services and Expenses of ENGINEER.

7.1.(a) ~~A Start-Up deposit is required to start all new design work in the amount of 10% of the total professional fee as shown on page 7 "Payments to Engineer".~~

7.1.1. For *Services within Scope of Service.* Owner shall pay Engineer for services performed or furnished under Scope of Services as set forth herein.

7.1.2. For *Additional Services.* Owner shall pay Engineer for Additional Services performed or furnished as set forth herein.

7.1.3. For *Reimbursable Expenses.* In addition to payments provided for in paragraphs 7.1.1 and 7.1.2, Owner shall pay Engineer for Reimbursable Expenses incurred by Engineer and Engineer's Consultants as set forth herein.

7.2. Other Provisions Concerning Payments.

7.2.1. Preparation *of Invoices.* Invoices for Basic and Additional Services and Reimbursable Expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer at least monthly. The amount billed for Services and Additional Services in each invoice will be calculated on the basis set forth in herein. Invoices are due and payable on receipt.

7.2.2. Unpaid *Invoices.* If Owner fails to make any payment due Engineer for services and expenses within thirty days after receipt of Engineer's invoice therefor, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, Engineer may, after giving seven days' written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

7.2.3. Payments *Upon Termination.*

7.2.3.1. Termination *by Owner for Cause.* In the event of termination by Owner for cause:

7.2.3.1.1. Upon the completion of any phase of Scope of Services, progress payments due Engineer in accordance with this Agreement for all such services performed or furnished by Engineer and Engineer's Consultants engaged directly on the project through the completion of such phase will constitute total payment for such services. Engineer also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

7.2.3.1.2. During any phase of the Scope of Services, Engineer also will be paid for such services performed or furnished in accordance with this Agreement by Engineer during that phase through the date of termination on the basis specified herein. Engineer also will be paid for the charges of Engineer's Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. Engineer also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

SECTION 8 - INSURANCE

7.1 Engineer shall procure and maintain insurance as follows:
Workers Compensation – statutory;
General Liability - $1,000,000;
Automobile Liability - $500,000/$500,000;
Certificates of insurance and evidencing the coverages shall be delivered to Owner prior to commencement of Engineer's services.

7.2 Owner shall procure and maintain insurance as follows:
Workers Compensation – statutory
General Liability - $1,000,000;
Automobile Liability - $500,000/$500,000; Certificates of insurance and evidencing the coverages shall be delivered to Engineer prior to commencement of Engineer's services.

7.3 Owner shall require contractors to purchase and maintain general liability and other insurance listing Engineer and Engineer's consultants as additional insureds.

7.4 All policies of property insurance shall contain provisions to the effect that Engineer and Engineer's consultants' interests are covered, and that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

SECTION 9 - TERMINATION

9.1 The obligation to provide further services under this agreement may be terminated:

a. For cause:

1. By either party hereto upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this agreement.

Notwithstanding the foregoing, this agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice; provided however, that if such substantial failure cannot be reasonably cured within such 30 days period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days from the date of receipt of the notice.

2. By Engineer upon seven days written notice to Owner if Engineer believes that Engineer is being requested to furnish or perform services contrary to Engineer's responsibilities as a licensed professional, or if there are delays or suspension for more than 90 days in the project for reasons beyond Engineer's control. In such event, Engineer shall have no liability to Owner on account of such termination.

b. For convenience

By Owner effective upon receipt of notice by Engineer. Cancellation shall be by written notice to Engineer. The effective date of termination shall be one (1) calendar day after service written notice. Upon such termination, Engineer shall be entitled to payment for work and services provided up to the date of termination.

3. Reuse of Documents. All documents including Drawings and Specifications provided or furnished by Engineer (or Engineer's Consultants) pursuant to this Agreement are instruments of service in respect of the project, and Engineer and Engineer's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of Engineer and Engineer's Consultants, as appropriate) whether or not the project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the project by Owner and others; however, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the project or on any other project. Any such reuse without written verification or adaptation by Engineer and Engineer's Consultants, as appropriate, for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer, or to Engineer's Consultants, and Owner shall indemnify and hold harmless

Engineer and Engineer's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

SECTION 10 - MISCELLANEOUS

10.1 This agreement is to be governed by the law of the State of Texas, and all disputes hereunder shall be submitted to binding arbitration pursuant to paragraph 10 hereafter, but nothing herein shall serve to extend or waive any statute of limitation or of repose available under Texas law.

10.2 The parties hereto are not only binding themselves, but bind their partners, successors, executors, administrators, and legal representatives to all of the covenants, agreements, and obligations as contained herein.

10.3 Neither Owner nor Engineer may assign, sublet, or transfer any rights hereunder or interest in this agreement without the written consent of the other except to the extent that any assignment, subletting or transfer is mandated or required by law. Even in the event that such assignment, subletting or transfer is mandated or required by law, no assignment will release or discharge the assignor from any duty or responsibility hereunder.

10.4 All duties and responsibilities undertaken pursuant to this agreement are for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any third or other party. Nothing herein shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer or any contractor, subcontractor, supplier, or any other individual or entity, or for any surety for them.

10.5 Written notice, where required by the terms of this Agreement, may be accomplished by: (i) personal delivery, with such notice effective upon receipt; (ii) recognized courier service, with such notice effective on the date and time delivery is made or attempted, whichever is earlier; (iii) United States Postal Service first class certified mail, return receipt requested, with such notice effective when received or when delivery is first attempted, whichever is earlier. Notices shall be sent to the respective addresses shown herein.

10.6 All expressed representations, indemnifications, or limitations of liability included in this agreement will survive its completion or termination for any reason.

10.7 Any provision or part of this agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding.

10.8 Nonenforcement of any provision by either party hereto shall not constitute a waiver of that provision, nor shall it affect its later enforceability.

10.9 Nothing herein shall establish an exclusive relationship between the Owner and Engineer which would require the Engineer to perform, without contract, future services.

10.10 This document shall be deemed to contain such words of formal construction so as to fully implement the intent of the parties hereto.

SECTION 11 - BINDING ARBITRATION

11.1 The parties hereto agree that for any dispute which might arise between them regarding the interpretation of this contract, or any other dispute which might be the subject of the services to be performed by Engineer under the terms of this agreement shall be submitted to binding arbitration pursuant to § 171.001 et seq. of the Texas Civil Practice & Remedies Code as it exists on the date of the execution of this agreement. Except as modified herein, the law as set forth in the general arbitration statue as contained in § 171.001 et seq. of the Texas Civil Practice & Remedies Code shall be followed. The parties agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof to 6 hours of mediation.

11.2 Upon the arising of a dispute under the terms of this agreement (and after the expiration of any cure period as provided herein), either party to this agreement may notify the other party naming that party's designated arbitrator (the "designating party"). Within seven days upon receipt from the designating party of the designating party's arbitrator or other party ("non-designating party") shall notify the designating party of its choice of an arbitrator. Within 15 days of the naming of the designating and the non-designating parties' arbitrator, the two named arbitrators shall select a third party arbitrator.

11.3 The panel of three arbitrators shall be the arbitrators to hear and settle the dispute. The panel of three arbitrators shall, as soon as possible, contact the parties to this agreement and set a date and place for the arbitration. After the panel of three arbitrators has heard the dispute, a decision of the arbitrators, based upon a majority vote, which shall be reduced to writing, shall constitute the award of the arbitrators and shall be fully binding on the parties hereto.

11.4 The award of the arbitrators shall tax all costs and expenses against the losing party. Costs include, but are not limited to, all costs associated with the arbitration, including arbitrator's fees, attorney's fees, subpoena and stenographer costs, facilities costs, interest, and any other cost normally

allowed to be recovered by statute or case law of the State of Texas.

11.5 The losing party, under the arbitrators' award, shall within 10 days of the date of the award, perform such action and pay such monies and fees as contained in the arbitrators' award. If such performance and fees are not paid on or before 10 days after the date of the arbitrators' award, then the winning party may make application to a district court in the county in which the arbitration hearing has been held for enforcement of the award. In the event the winning party has to apply to court to seek relief for the carrying forth of the arbitrators' award, the court shall enter judgment based upon the award, together with such reasonable other costs, including court costs and attorney's fees, which have been necessitated by the nonpayment of the losing party of the arbitrators' award.

SECTION 12- ATTORNEYS' FEES

12.1 In the event the parties become involved in litigation, mediation, or arbitration with each other in anyway related to or arising out of this Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, the prevailing party shall be fully entitled to and compensated for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees and expert fees.

SECTION 13 - ENTIRE AGREEMENT

13.1 This agreement, together with the exhibits hereto, constitutes the entire agreement between the Owner and Engineer and supersedes all prior written or oral understandings. This agreement may only be modified, amended, supplemented or cancelled by a duly executed written instrument between the parties.

This agreement is entered into and effective between the parties on this the _____ day of _____, 20_____ A.D.

ENGINEER:

OLLER ENGINEERING, INC.

By: Rich Oller

Title: President

Date Signed: 9/27/19

Address for Giving Notices:

2811 Loop 289 Ste 17
Lubbock, Texas 79723

OWNER:

CITY OF TOMBALL, TEXAS

By: Beth Jones

Title: Director of Public Works

Date Signed: _____

Address for Giving Notices:

501 James Street
Tomball, TX 77375

I. PAYMENTS TO ENGINEER

A. Owner shall pay Engineer for services for Project as follows:

Phases of Project	Phase	Amount
I	**Design Plans & Specifications**	**$82,675.00**
II	**Construction Training Onsite**	**$27,600.00**
	TOTAL PROJECT FEES	**$110,275.00**

The above amounts shall be billed monthly on a percent complete basis.

II. REIMBURSABLE EXPENSES AND HOURLY RATES

A. Reimbursable Expense Schedule (Typical):

8" x 11" Copies	$0.15/page
Reproducible Copies (mylar)	$3.00/page
Reproducible Copies (paper)	$2.00/page
Mileage (auto)	$0.50/mile
Field Truck Daily Charge	$50.00/day
Mileage (field truck)	$0.50/mile
Field Survey Equipment	$100.00/day
Soil Sampling	at cost x 1.15
Postage	N/C
Shipping/Delivery	at cost x 1.10
Meals and Lodging	at cost x 1.10
Geotechnical	at cost x 1.15
Concrete Cylinders (foundation)	at cost x 1.15
Surveying	at cost x 1.15

Standard Hourly Rates Schedule

Principal | Owner	$210.00/hour
Associate	$190.00/hour
Project Manager	$185.00/hour
Professional VI	$175.00/hour
Professional V	$160.00/hour
Professional IV	$150.00/hour
Professional III	$110.00/hour
Professional II	$105.00/hour
CAD Manager	$130.00/hour
CAD Designer/GIS	$110.00/hour
Technician II	$90.00/hour
Technician I	$75.00/hour
Support Staff	$50.00/hour

Hourly Rate Sheet and Charges

Hourly rate charges for the various classifications of professional personnel noted above shall apply only for Authorized Additional Services. An example of additional services is Clarification and Responses to regulatory agencies, (TCEQ or EPA) during a review process associated with the specific project defined in the Scope of Service of the Agreement. Additional directives from the Owner for professional services outside the stated Scope of Services. These hourly charges shall only be implemented after review with the Owner and approved by the Owner.

III. CONSULTANTS

Consultant Name:	Fee:

IV. INVOICES

Invoices for services are due and payable within 30 days of receipt. If Owner fails to pay an invoice when due, Engineer shall be allowed to charge 10% per annum (or the maximum interest rate permitted by law if less) to the date paid. Additionally, Engineer may after giving (7) days notice, suspend further services hereunder until all amounts due are paid in full. Payments received shall be credited first to interest, then to principal. In the event of a disputed invoice, only the amount in dispute may be withheld from payment and all undisputed amounts will be paid.

V. TERMINATION

In the event of termination or cancellation of the project prior to completion, Engineer shall be entitled (whether termination was with or without cause) to be paid for all services to date of termination and a reasonable amount for services and expenses directly attributed to termination both before and after the effective date of termination.

VI. LEGISLATIVE ACTION

In the event of legislative actions, any new taxes, fees, or cost attributable thereto shall be paid by Owner as a reimbursable expense.

VII. DESIGNATED REPRESENTATIVES

If a representative is designated hereon, such individual shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

ENGINEERS
DESIGNATED REPRESENTATIVE

Rich Oller
Name

Project Manager
Title

2811 Loop 289 Ste 17 Lubbock, TX 79423
Address

Rich.oller @ oei-eng.com
E-mail Address

806.993.6226 (w) 806.473.8183 (m)
Phone

806.577.4722
Fax

OWNERS
DESIGNATED REPRESENTATIVE

Beth Jones
Name

Director of Public Works
Title

501 James St. Tomball, TX 77375
Address

bjones@tomballtx.gov
E-mail Address

281.290.1466 (w) 832.876.4500 (m)
Phone

Fax

APPROVAL AND ACCEPTANCE incorporates this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy signed by Owner.

ENGINEER:

OEI, Inc.

Rich Oller 9/27/19

Signature *Date*

Rich Oller

Name

President

Title

OWNER:

CITY OF TOMBALL

Signature *Date*

Beth Jones

Name

Director of Public Works

Title

EXHIBIT "A"

SCOPE OF PROFESSIONAL SERVICES
For
City of Tomball Sanitary Sewer Rehabilitation North Basin 5

The following are the services to be performed by the Engineer. The Scope is a general description of tasks that will be performed in the completion of the requirements of design documents, this is not a detailed listing of all of the duties performed in providing design documents for bidding:

Design Plans & Specification Components:

- TCEQ submittal and approvals for the proposed improvements of the sanitary sewer system;
- TxDOT approval of a Traffic Control Plan for Tomball Parkway;
- Developing details of burst in place and internal connections for manholes;
- Developing plans on techniques for burst in place sewer rehab;
- Preparing specifications specific to burst in place methods and expected material performance;
- Prepare specific details for CIPP installation;
- Prepare specifications specific to CIPP methods and procedures with warranties and performance of materials;
- Prepare manhole lining specifications;
- Detail of pipe replacement and service connection details and specifications;
- Detail of cut-in manhole in existing line and connection of service line;
- Prepare specifications for line replacement and cut-in manhole;
- Prepare bid documents and post project on CivCast for bidding;
- Prepare bid tabulation from submitted bids;
- Review bids and make recommendation to Owner;
- Award bid and prepare contract documents with appropriate bond, issue Notice of Award;
- Hold a pre-construction conference to review proposed work and assess contractor timeline for completion of work;
- Issue Notice to Proceed.

'EXHIBIT B"

SCOPE OF INSPECTION/TRAINING OBLIGATIONS

Construction Inspection & Training:

- Prepare a training outline and guidance handout;
- Review with City Staff outline of inspection criteria and key points for observation;
- On-site with trainees to show in-field procedures and documentation;
- Review with staff the purpose of change order review and processing;
- Review with staff technical installation procedures for proper bedding techniques;
- Observe and instruct on how to properly join two plain end pipes for sewer rehab;
- Show the proper installation of service connections;
- Review and show how to properly bed and cut-in manholes in existing lines;
- Review manhole preparation for burst-in-place rehab;
- Review proper set-up and preparation for CIPP installation;
- Instruct staff on key components to observe for burst-in-place and CIPP installation;
- Trench safety;
- Relining of manholes, issues to verify and document.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2019

Topic:

Approve Interlocal Agreement with Harris County for the Operation and Maintenance of Broussard Community Park and Authorize City Manager to Execute the Agreement

Background:

City of Tomball and Harris County staff have developed an Interlocal Agreement for Broussard Community Park for a term of 30 years. The agreement will allow the City to maintain control and supervision of the Park with assistance from Harris County while being operated according to the City's established park rules as identified in Administrative Policy 26, Rules and Regulations for City of Tomball Parks.

The agreement will allow Harris County to maintain Broussard Park including all recreational facilities, install walking trails throughout the park that will connect Broussard to the County's Samuel Matthews Park. In exchange, the City will provide a connection to City water and allow a portion of the barn to be utilized for the County's park maintenance equipment.

Staff from both the County and the City have been working together on development of this agreement, and all parties feel it would be mutually beneficial to enter into an Interlocal Agreement for the benefit of both Broussard Community Park and Samuel Matthews Park.

Origination:

Public Works Department

Recommendation:

Staff recommends authorizing the City Manager to enter into the Interlocal Agreement with Harris County

Party(ies) responsible for placing this item on agenda:

Beth Jones, Public Works Department

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Interlocal Agreement - Broussard Park

INTERLOCAL AGREEMENT
FOR OPERATION AND MAINTENANCE OF
BROUSSARD COMMUNITY PARK

This Interlocal Agreement for Operation and Maintenance of Broussard Community Park (this "Agreement") is between the CITY OF TOMBALL (the "City"), a Texas home-rule municipal corporation situated in HARRIS COUNTY (the "County"), a body corporate and politic under the laws of the State of Texas. This Agreement is dated effective as of the countersignature date by the City Controller (the "Effective Date"). The City and the County are sometimes referred to in this Agreement individually as a "Party" and collectively as "Parties."

Recitals

The City owns Broussard Community Park (the "Park")located in Harris County, Texas, having a street address of 1414 East Hufsmith Road.

The County requests permission to enter upon, operate and maintain Broussard Community Park, 14.3506 acres of land out of a 16.6372 acre tract of land being all of a called 16.637 acre tract recorded under Harris County Clerk's File No. W130528 in the John S. Smith Survey, Abstract No. 730 City of Tomball, Harris County, Texas.

The County owns and operates Samuel Matthews Park on land adjacent to or near the Park.

For and in consideration of the mutual covenants, agreements, and benefits to the Parties, it is hereby agreed as follows:

Article I
Permission, Use, and Term

1.01 City Permission; City and County obligations. The City hereby authorizes the County to enter upon the Park to establish, provide, maintain, construct, and operate park or recreational facilities in the Park appropriate for the use and enjoyment of residents of the City and County. Included, but not limited to the following are items in which the County will participate in the construction and operation of Broussard Community Park:

a. provide equipment, crushed asphalt, and manpower to develop hiking and walking trails at the Park;

b. provide daily maintenance of the Park; and

c. work with City in the development of location and construction of parking lots for the mutual benefit of Samuel Matthews Park and the Park;

The City will provide the following to the County:

a.. a connection to city water facilities in the Park for Samuel Matthews Park, however, the construction of water lines to Samuel Matthews Park shall be the cost and responsibility of the County; and

e. the use of a portion of the barn for County park maintenance equipment

1.02 Term. The term ("Term") of this Agreement is for a period of thirty (30) years commencing upon final execution.

1.03 No Interest in Land. It is expressly understood that the City is not granting the County a lease, franchise, easement, or other interest in the land comprising the Park, notwithstanding any contrary inference contained herein or elsewhere.

Article II
Use, Control, and Funding

2.01 Use of Park. The County agrees to, maintain and assist with the operation of the Park or recreational facilities in the Park appropriate for the use and enjoyment of residents of the City and the County. In consideration of the County's use of the Park, the County will maintain the Park during the Term of this Agreement in a safe condition and in compliance with the Americans with Disabilities Act and other relevant state and federal statutes and regulations.

2.02 Control of the Park. During the Term of this Agreement, the City will have control and supervision of the Park with the assistance of Harris County, and the Park will be operated according to the City's park rules and regulations. No person will be denied the use of the Park because of race, creed, national origin, religion, color, or sex.

2.03 County Funding. The County does not have any funds appropriated for the performance of this Agreement, but contemplates operating and maintaining the Park in the manner in which the County operates and maintains other County parks out of current fiscal funds. Further, the County is not obligated to appropriate funds now, or in the future, for any construction, operations, or maintenance of the Park, and all improvements to the Park are at the County's sole discretion.

2.04 City Funding. Any funds the City is obligated to spend will come from current fiscal funds.

Default, Termination, and Improvements

3.01 Default. If, at any time during the Term of this Agreement, the County (a) fails to operate or maintain the Park for public park and recreational purposes for a period of ninety (90) continuous days, or (b) defaults under any other provision of this Agreement, the City will provide the County written notice of such default, specifying in detail the nature of the default. The County will have sixty (60) days after receipt of the written notice to commence cure of the default. In the event the County fails to commence cure of the default within the sixty (60) day period, or to thereafter reasonably prosecute the cure to completion, the sole and exclusive remedy of the City is to terminate this Agreement.

3.02 Termination. This Agreement may be terminated (a) upon thirty (30) days' prior written notice of termination by either Party to the other, without cause, or (b) upon ten (10) days' prior written notice by the City to the County for an uncured event of default under Section 3.01.

3.03 Improvements. Upon the expiration or termination of this Agreement, the City may purchase the improvements, whether complete or incomplete, if any, at their then fair market value, which the County has made or caused to be made to the Park. In the event the County and the City are unable to agree upon the amount of the fair market value of the improvements, or if the City does not desire to purchase them, the County may remove them, in whole or in part, in a manner which does not materially damage the Park. The County has access to the premises for the purpose of removal of the improvements, if not purchased by the City, for a period of ninety (90) days after the expiration or termination of this Agreement. Any improvements not so removed by the County after the expiration of the ninety (90) day period become the property and responsibility of the City to be used in the operation of the Park. In the event the improvements are incomplete at the expiration or termination of this Agreement, it is expressly understood that the County has no obligation whatsoever to complete them.

Article IV
Notices

All notices and communications under this Agreement shall be sent by certified mail, return receipt requested, addressed as follows:

If to the City:

Director
City Manager's Office
City of Tomball
401 Market Street
Tomball TX 77375

If to the County:

Harris County Commissioner, Precinct 4
Harris County
1001 Preston, 9th Floor
Houston, Texas 77002

Article V
Release, Indemnification, and Insurance

5.01 Each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission; intentional tort; intellectual property infringement; or failure to pay a vendor; committed by the Party or its employees, officials, agents, consultant under contract, or another entity over which it exercises control.

5.03 Insurance. The City will require all third party contractors, subcontractors, and vendors (collectively, the "Contractor") who perform work or provide services at the Park to maintain such levels of insurance as are customary for the size and kind of work or services to be provided. All insurance policies, except workers' compensation, must name the City and the County as additional insureds. The City will obtain copies of insurance policies from the Contractor and deliver to the County copies of such policies. All such policies must contain an agreement that the insurer will notify the City, in writing, not less than thirty (30) days before any reduction in coverage or cancellation of any policy.

Article VI
Miscellaneous

6.01 No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the County and the City, it being understood and agreed that neither any provisions contained in this Agreement, nor any acts of the County or the City, shall be deemed to create any relationship between the County and the City other than the contractual relationship established under this Agreement.

6.02 Captions. The captions used herein are for convenience only and do not limit or control the meaning or interpretation of any of the provisions in this Agreement.

6.03 Recitals. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

6.04 Venue. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Harris County, Texas. Venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Harris County, Texas. Forum shall be a state or federal court of competent jurisdiction.

6.05 Assignment. This Agreement shall not be assignable by a Party, in whole or in part, without first obtaining written consent of the other Party. The City shall not sell or transfer the land comprising the Park without the prior written consent of the County.

6.06 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

6.07 Merger. This Agreement contains the entire agreement between the Parties and supersedes and replaces any and all previous agreements, warranties, or other representations between the Parties with respect to the operation, maintenance, and improvements of the Park.

6.08 Amendment: Waiver: Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed and executed in the same manner as this Agreement.

6.09 Information Sharing. The County shall promptly provide the City with a copy of all reports submitted by third party contractors through the County to the Texas Commission on Environmental Quality (TCEQ) pertaining to the Park.

6.10 Multiple Counterparts. The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same

instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[END OF PAGE – EXECUTION PAGE FOLLOWS]

CITY OF TOMBALL

By: _____

Name: _____

Title: _____

Date: _____

HARRIS COUNTY

By: _____

LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: _____

Amy Samples
Assistant County Attorney
C.A. File 19GEN1216